

Kathleen P. March, Esq., (CA SBN 80366)  
**THE BANKRUPTCY LAW FIRM, PC**  
10524 W. Pico Blvd, Suite 212, LA, CA 90064  
Phone: 310-559-9224; Fax: 310-559-9133  
Email: [kmarch@BKYLAWFIRM.com](mailto:kmarch@BKYLAWFIRM.com)  
*Counsel of Record for Greyson Law Center PC  
on Its Motion for Admin Claim, and in Adv. Proc.*

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIV.

PRACTICE GROUP, P.C.	<p><b><u>REPLY OF GREYSON LAW CENTER PC'S, TO</u></b></p> <p><b><u>TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S</u></b></p> <p><b>LBR RULE 7026-1 MOTION [DKT.515 IN ADV., DKT.1209</b></p> <p><b>IN LPG MAIN CASE, BOTH FILED 5/7/24] TO COMPEL</b></p> <p><b>TRUSTEE TO PRODUCE SIGNED GREYSON-PHOENIX</b></p> <p><b>CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN</b></p> <p><b>6/2/23 LOCKOUT AT GREYSON, AND NOT RETURNED TO</b></p> <p><b>GREYSON, DESPITE GREYSON'S <i>REQUEST TO PRODUCE</i></b></p> <p><b><i>DOCUMENTS SERVED ON TRUSTEE, TO TRUSTEE'S</i></b></p> <p><b><i>COUNSEL, ON 2/29/24; DECLARATIONS OF COURTNEY</i></b></p> <p><b><i>KELLEY, ISRAEL OROZCO, JAYDE TRINH, HAN TRINH,</i></b></p> <p><b><i>AND KATHLEEN MARCH TO THIS REPLY</i></b></p>
RICHARD MARSHACK, CHAPTER 11 TRUSTEE	
Plaintiff	
vs.	
TONY DIAB ET AL.	
Defendants	

## Hearing on Motion to Compel set for:

Date: June 12, 2024 Time: 1:30pm

Place: Courtroom of Bankruptcy Judge Scott Clarkson, by Zoom.gov, or in person at:

411 West Fourth Street, Ctrm 5C Santa Ana, CA 92701-4593

**REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515 IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE DOCUMENTS SERVED 2/29/24; DECLS OF KELLEY, OROZCO, J. TRINH, H. TRINH & K. MARCH.** i

1                   **Please NOTE;** Greyson's *Evidentiary Objection to, and Request to*  
2                   *Strike*, portions of Jeremy Freedman Declaration to Trustee's  
3                   Portion of Stipulation is being filed along with this REPLY, as a  
4                   separately captioned pleading

5                   As allowed by CD CA Bankruptcy Court LBR Rule 9013-1(g), Greyson Law  
6                   Center PC ("Greyson") REPLIES to the Trustee Marshack's portion of the Stipulation  
7                   to Greyson's Motion to compel Trustee/his attorneys and field agents to produce to  
8                   Greyson's counsel the signed paper contract between Greyson and Phoenix, in which  
9                   Phoenix contracts to pay Greyson \$2,000 per case, for each state court case where  
10                  Greyson attorneys appear to defend Phoenix which were being sued in state courts  
11                  around the US, for alleged consumer debts.

12                  Greyson's REPLY consists of:

13                  (1) the attached REPLY Memorandum of Points & Authorities;  
14                  (2) the attached Reply Declaration of Kathleen P. March, Esq., which attests  
15                  that the dkt.13 Lockout & Preliminary Injunction does NOT authorize Trustee/his  
16                  attorneys to seize the signed paper Greyson-Phoenix contract from Greyson's offices,  
17                  so Trustee's attorneys/field agents taking the signed paper contract was conversion of  
18                  Greyson's property;

19                  (3) the attached Declarations of Courtney Kelly, Israel Orozco, Esq., Phuong  
20                  Jayde Trinh, Han Trinh and Kathleen March, Esq..

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21                  **REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515]**  
22                  **IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED**  
23                  **GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT**  
24                  **GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE**  
25                  **DOCUMENTS SERVED 2/29/24; DECLS OF KELLEY, OROZCO, J. TRINH, H. TRINH & K. MARCH.**   ii

1 (4) Greyson's *Evidentiary Objection to, and Request to Strike*, portions of  
2 Jeremy Freedman Declaration to Trustee's Portion of Stipulation [Stipulation, and  
3 Freedman Declaration, filed attached to Greyson Motion [dkt.515 in adv proc,  
4 dkt.1209 in main LPG case] to compel Trustee/his attorneys to produce the seized  
5 signed Greyson-Phoenix contract, is being filed along  
6 with this REPLY, as a separately captioned pleading.  
7  
8

9 Dated: June 5, 2024

THE BANKRUPTCY LAW FIRM, PC

\_\_\_\_\_/s/ Kathleen P. March\_\_\_\_\_

10 By Kathleen P. March, Esq., counsel for Greyson on  
11 its Motion to Compel production of the signed paper  
12 contract, and on this REPLY  
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19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **TABLE OF CONTENTS TO REPLY MEMORANDUM OF P & A**

2 I.	All 5 Arguments are <u>Error</u> , That Trustee's Attorneys Make, Against 3 Producing the Seized Paper Copy of the Greyson-Phoenix Contract.....1 4
5 A.	Trustee's First Erroneous Argument: There was no "bad faith" Meet and 6 Confer; Greyson Counsel March and both Trustee's Law Firms, had 7 Extensive Meet and Confer Emails, and Trustee's Attorneys Never Said, in 8 Any of those Emails, that They Wanted to Talk on the Phone or in Person, 9 which Waived Any Argument that the Meet and Confer by Emails was 10 Inadequate.....2 11
12 B.	Trustee's Second Erroneous Argument: Trustee's Objections to Producing 13 the seized signed Greyson-Phoenix contract are Invalid, and are 14 Impermissible "Stonewalling".....3 15
16 C.	Trustee's Third Erroneous Argument: Ludicrous for Trustee's Part of 17 Stipulation to Claim Trustee's Response 2 is "Complete and 18 Straightforward"; It is Neither; It is Improper "Stonewalling".....5 19
20 D.	Trustee's Fourth Erroneous Argument: Trustee's art of the Stipulation 21 alleging the signed Greyson-Phoenix contract is NOT Relevant is Obvious 22 Error, failing to Rebut Greyson's Part of Stipulation, which Explains in 23 Detail, why the Seized Contract is Highly Relevant to Both Greyson's 24 Administrative Claim Motion, and to Defending against the Allegation in 25 Trustee's Adversary Proceeding that Money Paid to Greyson (for 26 Work) was a fraudulent transfer.....6 27
28	<hr/> <b>REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515 IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE DOCUMENTS SERVED 2/29/24; DECLS OF KELLEY, OROZCO, J. TRINH, H. TRINH &amp; K. MARCH.</b> iv

1  
2       1. Trustee/Dinsmore Firm did Not Identify any Language in the Dkt.13  
3                 *Lockout & Preliminary Injunction Order* [entered 5/26/23] authorizing  
4                 Dinsmore firm to seize the signed paper Greyson-Phoenix Contract  
5                 from Greyson's offices: There is NO Such Language in Dkt.13;  
6                 Dinsmore firm illegally seized the Contract from Greyson.....8

7  
8       E. Trustee's Fifth Erroneous Argument: Trustee's Part of Stipulation is Error,  
9                 in alleging Greyson Fails to Cite Authority: FRCP Rule 34 [FRBP Rule  
10                 7034]—cited in Greyson's *Request to Produce Documents* served on  
11                 Trustee--is all the authority Greyson needed.....9

12  
13       II. Everything Trustee's Part of Stipulation [Dkt.515, P.11] Says, at Lines 21-  
14                 24, is False.....10

15  
16       III. Trustee/His Attorneys Did Not Make a “Diligent Search,” or a “Reasonable  
17                 Inquiry”.....12

18  
19                 A. Freedman's Declaration Continues Illegal use, by Trustee Attorneys, of  
20                 Greyson emails, which Dkt.13 did NOT authorize Trustee/his attorneys to  
21                 Seize, Search, or to Use for Trustee's Own Purposes; and admits Freedman  
22                 searched Greyson's Microsoft account data, which Dkt. 13 did NOT  
23                 authorize Trustee/his Attorneys to Seize, Search, or to Use for Trustee's  
24                 Own purposes.....18

1	B. Freedman's Declaration Attaches an Incomplete, so Misleading, Portion of	
2	Han Trinh's Deposition Transcript, by attaching p.174, but Omitting p.175	
3	of Transcript.....	21
4		
5	IV. Argument in Trustee's Part of Stipulation (p.21, Lines 8-19), that Greyson is	
6	Not Entitled to Collect its Administrative Claim from LPG's Bankruptcy	
7	Estate, is <u>Error</u> , for All the Reasons Greyson Fully Briefed Previously, at	
8	pp.41-52 of Greyson's Dkt.1127 Pleading.....	22
9		
10	V. CONCLUSION.....	24
11		
12		
13		
14	Declaration of Courtney Kelley.....	28
15	Declaration of Israel Orozco, Esq.....	33
16		
17	Declaration of Phuong Jayde Trinh aka Jayde Trinh.....	34
18	Declaration of Han Trinh.....	38
19	Declaration of Kathleen P. March, Esq.....	43
20		
21		
22		
23		
24		
25		
26		
27		
28	<hr/> <b>REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515 IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE DOCUMENTS SERVED 2/29/24;DECLS OF KELLEY, OROZCO, J. TRINH, H.TRINH &amp; K. MARCH.</b>	vi

1 **Table of Authorities**

2 Cases

3 <i>Huthnance v. D.C.</i> , 722 F.3d 371 (D.C. Cir. 2013).....	17
4 <i>In re Correra</i> , 589 B.R. 76 (Bankr. N.D. Tex. 2018).....	17
5 <i>In re Furrs Supermarkets, Inc.</i> , No. 7-01-10779 SA, 2008 WL 820076	
6 (Bankr. D.N.M. Mar. 21, 2008).....	17

7 Rules and Secondary Sources

12 FRCP Rule 34.....	8-9
13 FRBP Rule 7034.....	8-9
14 CD CA Bankruptcy Court LBR Rule 7026-1.....	9
15 CD CA Bankruptcy Court LBR Rule 9013-1(g).....	2
16 The Rutter Group Practice Guide: Federal Civil Trials & Evidence (2023),	
17 ¶8:4953.8.....	17

1 **GREYSON'S REPLY MEMORANDUM OF POINTS & AUTHORITIES**

2 **I. ALL 5 ARGUMENTS ARE ERROR, THAT TRUSTEE'S  
3 ATTORNEYS MAKE, AGAINST PRODUCING THE SEIZED  
4 PAPER COPY OF THE GREYSON-PHOENIX CONTRACT**

5 On 5/7/24, Greyson Law Center PC ("Greyson") filed Greyson's Motion to  
6 compel Trustee Marshack/his attorneys and their field agents, to produce, to  
7 Greyson's counsel of record, the signed paper contract between Greyson and Phoenix  
8 Law, which Trustee's special counsel Dinsmore firm, and that firm's field agents,  
9 seized from Han Trinh's locked room in the Greyson offices, on 6/2/23, when those  
10 attorneys/field agents performed the Lockout of Greyson, pursuant to dkt.13 Lockout  
11 & Preliminary Injunction Order. Greyson's Motion is filed twice: filed as dkt.515, on  
12 5/7/24, in the adversary proceeding, and filed as dkt.1209, on 5/7/24, in the LPG  
13 main bankruptcy case. The Motion contains Trustee's portion of the required  
14 Stipulation of parties, in which Trustee opposes producing the seized paper contract.

15 Trustee's portion of Stipulation to Greyson's Motion makes **5 arguments**—  
16 **each in error**—why this Court should not order Trustee Marshack/his attorneys and  
17 field agents, to produce the signed paper contract between Greyson and Phoenix,  
18 which Trustee's special counsel, the Dinsmore firm, and its field agents, seized from  
19 Han Trinh's locked room in Greyson's offices, in the 6/2/23 Lockout of Greyson,  
20 performed by Dinsmore firm pursuant to Dkt.13, the *Lockout & Preliminary*

1 *Injunction Order.* CD CB Bankruptcy Court LBR Rule 9013-1(g) authorizes Greyson  
2 to file this Reply, 7 days before hearing, which Greyson is doing. This REPLY  
3 explains why each of Trustee's 5 arguments are error:  
4

5 **A. Trustee's First Erroneous Argument: There was no "bad faith" meet**  
6 **and confer; Greyson counsel March and both Trustee's Law Firms, had**  
7 **Extensive Meet and Confer Emails, and Trustee's Attorneys Never**  
8 **Said, in Any of Those Emails, That They Wanted to Talk on Phone or**  
9 **In Person, Which Waived Any Argument That the Meet And Confer By**  
10 **Emails Was Inadequate**

11 **Exhibit C** to Declaration of Greyson counsel Kathleen P. March, Esq. to  
12 Greyson's Motion to Compel Production of the seized signed Greyson-Phoenix  
13 contact, with the required Stipulation of Issues, attaches the many "meet and confer"  
14 emails between March and Trustee Marshack's two law firms—Dinsmore & Shohl,  
15 LLP firm, and Marshack Hays firm—trying to get Trustee's attorneys to produce the  
16 signed paper Greyson-Phoenix Contract, which Dinsmore firm personnel seized in the  
17 6/2/23 Lockout of Greyson, performed pursuant to Dkt.13 (5/26/23 Lockout &  
18 Preliminary Injunction Order), without Greyson having to move to compel  
19 production.

20 None of the emails from Trustee's attorneys requested to talk to March by  
21 phone or in person, so Trustee has waived any argument that the meet and confer was  
22 inadequate because it was done by email (March Decl to this Reply). March would  
23 have talked to Trustee's two firms of attorneys in person or by phone if either had  
24

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25 **REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515**  
26 **IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED**  
27 **GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT**  
28 **GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE**  
**DOCUMENTS SERVED 2/29/24; DECLS OF KELLEY, OROZCO, J.TRINH, H.TRINH, & K. MARCH.**

1 requested that. (March Decl to this Reply). Neither did. (March Decl) March only  
2 concluded the meet and confer, when neither Trustee firm responded to her final  
3 emails, which are part of Exhibit C to March Decl to Greyson part of Motion to  
4 Compel. All “meet and confers” have been by email, that March participated in, in  
5 LPG case, not by phone or in person. (March Decl to this Reply). Plus, email is more  
6 accurate than phone, because emails allow the Court to see exactly what each side said  
7 in meet and confer (March Decl). Trying to talk by phone or in person to firms which  
8 wouldn’t even respond to my emails, would have been futile. (March Decl)

11 Moreover, the Local Rules that Trustee’s part of Stipulation [dkt.515 in  
12 AP/dkt.1209 in BK, pp.13-14] cites to are US District Court local rules, and the cases  
13 cited are US District Court cases—not Bankruptcy Court local rules or bankruptcy  
14 court cases—and therefore are inapplicable.

17 **B. Trustee’s Second Erroneous Argument: Trustee’s Objections to**  
18 **Producing the seized signed Greyson-Phoenix Contract, are Invalid,**  
19 **and are Impermissible “Stonewalling”**

20 Greyson’s part of the Stipulation quotes Trustee’s Response 2, responding to  
21 Greyson’s Request for Production of Documents 2 (the request requesting Trustee to  
22 produce the signed, original Greyson-Phoenix contract). Greyson’s Request 2, and  
23 Trustee’s Response 2, are:

25 **“REQUEST FOR PRODUCTION NO. 2:**

26 Produce to Greyson, the fully signed written contract between Greyson Law  
27 Center PC, and Phoenix Law Center--for Phoenix to pay Greyson \$2,000 per

1 lawsuit, for Greyson attorneys to appear for Greyson, to defend Phoenix  
2 clients in lawsuits in which Phoenix consumer debtor clients were being sued  
3 for alleged unpaid consumer debts--which fully signed contract was seized from  
4 Han Trinh's locked office in Greyson's office (3345 Michelson Drive, Suite  
400B, Irvine, CA 92612), in the 6/2/23 Lockout.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

6 Objection. Vague and ambiguous. Lacks foundation. Federal Rules of Evidence  
7 section 901. Argumentative, misstates evidence and misleading. Subject to and  
8 without waiving said objections: After a diligent search and reasonable inquiry  
9 **no such document exists nor has it ever existed based on representations by**  
10 **Phoenix Law, PC's managing director, William Ty Carss**, who was the only  
11 person who would have been authorized to sign such a contract on behalf of  
12 Phoenix Law, PC absent a forgery.”

13 Greyson's portion of the Stipulation explains in detail—and Trustee's portion of  
14 Stipulation fails to rebut—that it is an invalid excuse for failing to produce the seized  
15 signed contract, “based on representations by … Ty Carss”.

16 Trustee's Opposition [dkt.1105], to Greyson's administrative claim Motion  
17 [dkt.676], does not deny that Dinsmore firm attorneys/field agents seized the signed  
18 Greyson-Phoenix contract, and does not deny they have it. Han Trinh's Declaration  
19 that is dkt.1128 signed by Han Trinh on 4/18/24, and filed 4/18/24, as part of  
20 Greyson's Reply to Trustee's Opposition to Greyson's Motion [dkt.676] for allowance  
21 and payment of administrative claim, at ¶¶36-42 of that Declaration, discusses both  
22 signing of the Greyson-Phoenix contract, and Trustee personnel seizing the signed the  
23 Greyson-Phoenix contract, from Han's locked room at Greyson's offices, in the 6/2/23  
24 Lockout of Greyson.

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25 **REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515**  
26 **IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED**  
27 **GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT**  
28 **GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE**  
29 **DOCUMENTS SERVED 2/29/24; DECLS OF KELLEY, OROZCO, J.TRINH, H.TRINH, & K. MARCH.**

1       However, so that the Court and counsel will not have to go dig out Han's  
2 dkt.1128 Declaration, the relevant paragraphs 36-42 of Han's Dkt.1128 Declaration  
3 are "pasted" verbatim, into Han's Declaration to this Reply, for convenience. Han  
4 attests ¶¶36-42 were true on 4/18/24, and are still true on 6/4/24, the date Han signs  
5 and attests to her Declaration to this Reply.  
6

7       Trustee is required to produce that seized signed Greyson-Phoenix document,  
8 regardless of what Ty Carss says about the document. Note that Response 2 does  
9 NOT reveal what (if any) "representations" Ty Carss made, and note there is no  
10 Declaration of Ty Carss to Trustee's part of the Stipulation to Greyson's [dkt.515 in  
11 adv proc/dkt.1209 in LPG main case] Motion to Compel production of that document.  
12

13       As Greyson counsel March pointed out in meet and confer emails to Trustee's  
14 attorneys that are in Exhibit C to March Decl to Greyson part of Stipulation,  
15 Trustee's attorneys alleging the seized signed contract is "fraudulent" or a "forgery"  
16 does not excuse Trustee's attorneys from producing the seized contract. Trustee's  
17 part of Stipulation has no authority that excuses producing the seized signed contract,  
18 based on Trustee arguing it is a fraudulent or a forger. Refusing to produce the seized  
19 signed contract, because Trustee alleges that signed contract is fraudulent or a  
20 forgery, is just improper "stonewalling".  
21

22       **C. Trustee's Third Erroneous Argument: Ludicrous for Trustee's Part of**  
23       **Stipulation to Claim Trustee's Response 2 is "Complete and**  
24       **Straightforward"; It is Neither; It is Improper "Stonewalling"**

1 For the reasons explained in B. immediately supra, it is ludicrous for Trustee's  
2 part of the Stipulation to Claim Trustee's Response 2 is "complete and straight  
3 forward. What Response 2 says is invalid, because whatever Ty Carss may or may  
4 not have "represented" (no content stated for what Ty Carss allegedly "represented"  
5 and no Ty Carss Declaration to Trustee's part of Stipulation), does NOT excuse  
6 Trustee's attorneys/field agents from producing the seized Contract.  
7

9 **D. Trustee's Fourth Erroneous Argument: Trustee's part of the**  
10 **Stipulation alleging the signed Greyson-Phoenix contract is NOT**  
11 **Relevant is Obvious Error, Failing to Rebut Greyson's Part of**  
12 **Stipulation, Which Explains in Detail, Why the Seized Contract Is**  
13 **Highly Relevant to Both Greyson's Administrative Claim Motion, And**  
14 **to Defending Against the Allegation in Trustee's Adversary Proceeding**  
15 **that Money Paid to Greyson (for Work) was a Fraudulent Transfer**

16 Greyson's part of the Stipulation explains the Greyson-Phoenix contract is  
17 **highly relevant** to proving Greyson's [dkt.676] administrative claim motion, that  
18 Phoenix (alter ego of debtor LPG) owes Greyson \$2,000 for each case in which  
19 Greyson attorneys appeared, at Phoenix' request, to defend Phoenix consumer clients,  
20 at Phoenix' request, in state court law suits where those consumers were being sued  
21 for alleged unpaid debts.  
22

23 Greyson's part of the Stipulation additionally explains that the Greyson-  
24 Phoenix contract is highly relevant to Greyson defending against the allegation in  
25 Trustee's adversary proceeding that money Greyson was paid constituted a fraudulent  
26

1 conveyance, because Greyson was being paid a (small by comparison) amount of  
2 money Greyson for work Greyson attorneys did, for defending Phoenix clients in state  
3 court suits, and being paid for work does not constitute a fraudulent convenience.  
4

5 Trustee's portion of the Stipulation **fails to refute either** of these grounds of  
6 high relevance.  
7

8 In addition, Trustee's Opposition [dkt.1105, filed 4/11/24] to Greyson's Motion  
9 [dkt.676] for Allowance and Payment of Administrative Claim, **did not deny** that  
10 Dinsmore personnel had seized the paper copy of the signed Greyson-Phoenix  
11 contract in the 6/2/23 Lockout at Greyson's office, and **did not deny** that Trustee/his  
12 attorneys and field agents had possession of the seized signed contract. But despite  
13 not denying Trustee/his attorneys seized, and still possess, the signed Greyson-  
14 Phoenix contract, Trustee's Opposition [dkt.1105 at p.8, line 1] disingenuously  
15 argues, as a grounds for denying Greyson's Motion, that Greyson has "not provided a  
16 copy of its alleged contract," **knowing Greyson can't provide the contract, because**  
17 **Dinsmore firm seized and has the signed Greyson-Phoenix contract.** Trustee's  
18 Opposition trying to defeat Greyson's dkt.676 Motion, because Greyson has not  
19 produced the contract—which Dinsmore firm personnel seized at Greyson—makes it  
20 **highly relevant** to get the seized contract back from Dinsmore firm, and Greyson  
21 serving its Request to Produce Documents on Trustee/his attorneys is the proper way  
22 to get the seized contract back.  
23  
24

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25 **REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515**  
26 **IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED**  
27 **GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT**  
28 **GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE**  
**DOCUMENTS SERVED 2/29/24; DECLS OF KELLEY, OROZCO, J.TRINH, H.TRINH, & K. MARCH.**

1 The inference this Court should properly draw, from Trustee/his attorneys  
2 “stonewalling” on returning the seized signed Greyson-Phoenix contract, based on  
3 invalid excuses, is that they have the seized signed Greyson-Phoenix contract, but do  
4 not want to produce it, because it is damaging to Trustee’s position.

6 **1. Trustee/Dinsmore Firm Did Not Identify Any Language in the**  
7 **Dkt.13 Lockout & Preliminary Injunction Order, entered**  
8 **5/26/23, which authorizing Dinsmore firm to seize the signed**  
9 **paper Greyson-Phoenix Contract from Greyson’s offices: There**  
10 **is NO Such Language in Dkt.13; Dinsmore firm illegally seized**  
11 **the Contract from Greyson**

12 The Dkt.13 *Lockout & Preliminary Injunction Order* did NOT authorize  
13 Trustee/Dinsmore firm/its field agents to seize the signed paper Greyson-Phoenix  
14 contract. Trustee’s portion of Stipulation does not claim that Dinsmore firm/its field  
15 agents, seizing Greyson’s signed Greyson-Phoenix contract, on 6/2/23, was authorized  
16 by Dkt.13. (March Decl to this Reply). The only part of Dkt.13 which ordered  
17 anything about Greyson is the Lockout portion of Dkt.13 (pp.8, line 7 to p.9 line 11),  
18 and that portion of the Order does NOT authorize seizing any contracts between  
19 Greyson and other entities, it doesn’t authorize seizing any paper documents  
20 whatsoever. (March Decl) Dinsmore firm/its field agents, committed conversion of  
21 Greyson’s property, when they seized the signed paper Greyson-Phoenix contract, as  
22 the only Order they had on 6/2/23 was Dkt.13, and Dkt.13 did NOT authorize seizing  
23 that contract. (March Decl)

1 There can be no doubt that an illegally seized item (here the signed paper copy  
2 of the Greyson-Phoenix contact) must be ordered returned to Greyson, by granting  
3 Greyson's Motion to Compel Trustee/his attorneys to produce that seized paper  
4 contract to Greyson's counsel.

6 **E. Trustee's Fifth Erroneous Argument: Trustee's Part of Stipulation is**  
7 **Error, in alleging Greyson fails to Cite Authority; FRCP Rule 34 [FRBP**  
8 **Rule 7034]—cited in Greyson's *Request to Produce Documents served on***  
9 **Trustee--is All the Authority Greyson Needed**

10 Trustee's part of Stipulation is error that Greyson has no authority. March Decl  
11 to motion in chief attaches Greyson's FRCP Rule 34 [FRBP Rule 7034] request to  
12 produce documents. Trustee's portion of the Stipulation does not deny that Greyson  
13 had a right to serve its FRBP Rule 7034 Request to produce documents. Serving a  
14 FRCP Rule 34 [FRBP Rule 7034] request to produce documents entitled Greyson to  
15 have Trustee/his attorneys produce the documents requested in Greyson's Request to  
16 Produce documents. That is all the authority that Greyson needs to be entitled to  
17 production of the signed paper copy of the Greyson-Phoenix contract that Dinsmore  
18 firm/its field agents seized at Greyson on 6/2/23. The problem here is not lack of law.  
19 The problem is that Trustee's attorneys dishonestly stonewalled against producing the  
20 seized paper contract.

25 FRCP Rule 34 [FRBP Rule 7034] entitled Greyson to serve Greyson's FRCP  
26 Rule 34 [FRBP Rule 7034] Request to Produce Documents on Trustee. When  
27

1 Trustee's attorneys "stonewalled" on producing the seized signed Greyson-Phoenix  
2 contract, Greyson was entitled to move to compel production, pursuant to CD CA  
3 Bankruptcy Court LBR Rule 7026-1, with the Stipulation of each party's position, as  
4 required by CD CA Bankruptcy Court LBR Rule 7026-1 (cited in title of Motion to  
5 Compel).

6  
7 It is backwards that Trustee's OPP alleges Greyson's counsel should be  
8 sanctioned, for moving to compel, when it is the improper "stonewalling" of Trustee's  
9 attorneys, refusing to produce the seized document, based on multiple diverse invalid  
10 excuses, that has necessitated Greyson moving to compel production. If anyone  
11 should be sanctioned, its Dinsmore firm, not Greyson or Greyson's counsel:  
12 Dinsmore firm acted illegally, in seizing the signed Greyson-Phoenix contract at  
13 Greyson's office on 6/2/23, because Dkt.13 did not authorize seizing that contract,  
14 which was property of Greyson. Then then Dinsmore firm and Marshack Hays  
15 stonewalled on returning the seized contract to Greyson, necessitating Greyson to  
16 move to compel production. (All in March Decl hereto)

17  
18  
19  
20  
21  
22 **II. EVERYTHING TRUSTEE'S PART OF STIPULATION [DKT.515,  
23 P.11], SAYS, AT LINES 21-24, IS FALSE**  
24  
25  
26  
27  
28

Everything Trustee's part of Stipulation [dkt.515,p.11, lines 21-24] says is false,  
and that falsity is a good summary of why Trustee's position is improper

1 stonewalling. Trustee's part of Stipulation [dkt.515, p.11, lines 21-24] states:

2       “On the one hand, the Trustee cannot produce a document that does not exist,  
3       absent fraud or forgery. Similarly, the Trustee cannot produce a document not  
4       its possession, custody and control after a diligent search and reasonable  
5       inquiry.

6       First, saying Trustee cannot produce a document that does not exist, “absent  
7       fraud or forgery,” is NOT saying the document does NOT exist. It is saying the  
8       document exists (the signed paper Greyson-Phoenix contract, which Dinsmore firm  
9       attorney Serrano and his field agents seized at Greyson in the 6/2/23 lockout), but  
10       Trustee/his attorneys allege that document was the product of fraud or forgery. So  
11       claiming does not excuse them from producing the document. Trustee/his attorneys  
12       must produce it and then they can allege the signed contract is fraud or forgery.

13       Second, saying Trustee “cannot produce a document not in its possession, custody  
14       or control, after a diligent search and reasonable inquiry” is a false statement, because  
15       there was no “diligent search” or “reasonable inquiry”, for the reasons discussed in  
16       **III.** immediately infra.

17       Dinsmore firm filing only the Declaration of Dinsmore attorney Freedman, who  
18       was not present at the 6/2/23 lockout, and failing to file declarations of the five  
19       Dinsmore persons (Dinsmore attorney Serrano, and Dinsmore field agents Russell  
20       Squires, Gary DePew, Alex Rubin and Lori Ensley) who did the lockout at Greyson  
21       on 6/2/23, fails to prove there was a diligent search or reasonable inquiry. What this  
22

1 situation proves is that Dinsmore firm cannot submit declarations of the people who  
2 did the lockout, because those persons seized the signed Greyson-Phoenix contract,  
3 and would have to perjure themselves to deny its existence/seizure. See cases cited at  
4 p.17-18 infra, that proper inference to draw regarding Dinsmore firm filing only  
5 the Declaration of Freedman, who was NOT present at the lockout, instead of filing the  
6 Declarations of Dinsmore attorney Serrano and the 4 Dinsmore field agents, who  
7 performed the 6/2/23 lockout at Greyson, is that the Declarations of Serrano and the 4  
8 field agents would be damaging to Dinsmore's position.

11

12 **III. TRUSTEE/HIS ATTORNEYS DID NOT MAKE A “DILIGENT**  
13 **SEARCH,” OR A “REASONABLE INQUIRY”**

14

15 The only Declaration to Trustee's part of the dkt.515 Stipulation is the  
16 Declaration of Dinsmore attorney Jeremy Freedman, who does not allege in his  
17 declaration that he was present at the 6/2/23 lockout of Greyson. The Declaration of  
18 Greyson employee Courtney Kelley to this Reply, attaches, as **Exhibit A**, a photo  
19 showing what Trustee personnel were present at the 6/2/23 lockout, and identifies  
20 them: Jonathan Serrano, Esq. of Dinsmore firm, two police officers, and Dinsmore  
21 field agents Gary DePew, Russell Squires, Lori Ensley and Alex Rubin.

22 As Freedman was NOT present at the 6/2/23 lockout of Greyson from  
23 Greyson's office, Freedman has **no personal knowledge** regarding what was seized  
24 from Greyson's offices in that lockout, and so cannot opine as to what did or did not

1 occur. Along with filing this Reply, Greyson is filing Greyson's ***Evidentiary***  
2 ***Objection to and Request to Strike Freedman's Declaration***, for lack of personal  
3 knowledge, inability to provide foundation, and being hearsay with no hearsay  
4 exception. It is being filed as a separately captioned pleading.

5 Kelley's Declaration attests that Kelley was employed by Greyson on 6/2/23,  
6 supervising a group of other employees, and that Kelley was present at Greyson  
7 throughout the lockout on 6/2/23. Kelley identifies the Trustee personnel who  
8 performed the lockout at Greyson on 6/2/23.

9 As shown in the photo that is **Exhibit A** to Kelley's Declaration, taken during  
10 the 6/2/23 lockout, showing all the Trustee personnel that did the lockout at Greyson  
11 on 6/2/23, Kelley identifies the man at the far right of the photo as being Dinsmore  
12 attorney Jonathan Serrano. To Serrano's left is Dinsmore field agent Lori Ensley (in  
13 the light-colored blazer), with two police officers standing behind her. Continuing left  
14 in the photo is Russell Squires (man looking toward Ensley). To the left of Squires is  
15 Gary DePew. Kelley's Declaration attests the Alex Rubin was also present, during the  
16 lockout, and that the person standing next to Serrano (only the paper the person is  
17 holding is visible) is Alex Rubin. Courtney Kelley talked to Serrano on 6/2/23, and  
18 talked at length with field agents Lori Ensley and Russell Squires, and determined the  
19 identities of all the Dinsmore personnel who performed the 6/2/23 lockout at Greyson,  
20 as Kelley's Declaration to this Reply attests.

1 Kelley was present at Greyson not just on 6/2/23, but also from 6/2/23 to  
2 6/12/23, and never observed Dinsmore attorney Jeremy Freedman at the Greyson  
3 offices.  
4

5 The Declaration of Greyson's IT director, Justin Nguyen, filed 1/8/24 as  
6 dkt.325-1, also attests that Dinsmore attorney Serrano was present at the 6/2/23  
7 lockout. That Nguyen Declaration attests during the 6/2/23 lockout, Nguyen sat with  
8 attorney Serrano, in Greyson's offices, and gave Serrano the passwords to Greyson's  
9 Microsoft [M365 suite] account—which Trustee attorney Celentino had demanded  
10 that Han Trinh instruct Nguyen provide to Serrano, telling Han the [dkt.13] Order  
11 required her to do so—to enable Serrano to get into Greyson's full Microsoft [M365  
12 suite] account. Nguyen attests Serrano got into Greyson's Microsoft account, using  
13 the passcodes that Nguyen provided, then immediately changed the passwords,  
14 locking Greyson out of Greyson's Microsoft account, a lockout which has continued  
15 from 6/2/23 to present. Nothing in dkt.13 authorized Trustee to seize, and lock  
16 Greyson out of, Greyson's whole Microsoft [M365 suite] account. Celentino telling  
17 Han Trinh that Han was required to have Greyson's IT director provide the codes to  
18 Greyson's Microsoft account to Serrano was false.  
19  
20

21 Attorney Israel Orozco's Declaration to this Reply attests that on 6/2/23,  
22 Orozco observed Serrano, and two men with Serrano—whom Orozco identifies as  
23 Serrano's field agents Russell Squires and Alex Rubin—waiting at the locked door of  
24  
25

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26 **REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515  
27 IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED  
28 GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT  
GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE  
DOCUMENTS SERVED 2/29/24;DECLS OF KELLEY, OROZCO, J.TRINH, H.TRINH, & K. MARCH.**

1 Han Trinh's room in the Greyson offices, while a worker with tools was opening the  
2 locked door to Han Trinh's room. Orozco did not observe what Serrano, Squires or  
3 Rubin took from Han's room, once the worker got the lock unlocked.  
4

5 Conducting—and proving—that Trustee had done a “diligent search” and  
6 “reasonable inquiry” would require **filings Declarations from Dinsmore attorney**  
7 **Serrano, and from Dinsmore field agents Russell Squires, Gary Depew, Alex**  
8 **Rubin, and Lori Ensley,** attesting what each of them did, and what each of them  
9 seized and saw seized, in the 6/2/23 lockout. Those are the Trustee attorney and field  
10 agents **who performed the 6/2/23 lockout at Greyson, not Freedman.** As the  
11 **Exhibit A** photo of the lockout, to Kelley's Declaration shows, Freedman was NOT  
12 present at the 6/2/23 lockout. Nor does Freedman's Declaration to Trustee's part of  
13 Dkt.515 Stipulation, claim Freedman was present at the 6/2/23 lockout  
14

15 Freedman's Declaration to Trustee's part of the dkt.515 Stipulation does NOT  
16 allege that Freedman talked to Serrano. Nor does it allege Freedman talked to  
17 Dinsmore field agents Russell Squires, Gary DePew, or Alex Rubin, about what each  
18 did, and what each seized, at the 6/2/23 lockout at Greyson. The only field agent  
19 Freedman's Declaration says Freedman spoke to was Lori Ensley [which he misspells  
20 as Hensely], none of the others,  
21

22 “Diligent search” and “reasonable inquiry” cannot be proven without filing  
23 Declarations of Dinsmore attorney Serrano, and of field agents Russell Squires, Gary  
24

1 DePew, Alex Rubin and Lori Ensley, who performed the 6/2/23 lockout at Greyson's  
2 office.

3           But except for saying Freedman spoke to Lori Ensley, Freedman's Declaration  
4 does not even allege that Freedman spoke to Serrano, Squires, DePew, or Rubin.

5           Failure to talk to all these people, who did the 6/2/23 lockout, is neither a  
6 "diligent search," nor "reasonable inquiry" as to what occurred and what was seized at  
7 Greyson's offices in the 6/2/23 lockout.

8           Only by obtaining and filing Declarations of Dinsmore firm personnel—  
9 Serrano, Squires, and Rubin, and any additional Dinsmore firm personnel who  
10 participated in the 6/2/23 Lockout at Greyson's office—could Freedman, and  
11 Trustee's other attorneys (the Marshack Hays firm) have made a "diligent search"  
12 and "reasonable inquiry" as to what occurred and as to what was seized at Greyson's  
13 offices in the 6/2/23 lockout.

14           Freedman's Declaration to Trustee's part of Stipulation is not admissible, for  
15 lack of lack of personal knowledge, inability to lay foundation, and being hearsay with  
16 no hearsay exception.

17           Dinsmore firm obviously has control over Dinsmore firm attorney Serrano, and  
18 over the Dismore firm's field agents. Consequently, the proper inference to draw,  
19 regarding Dinsmore firm's failure to file Declarations of the persons who were  
20 present at, and performed the 6/2/23 lockout at Greyson's office—attorney Serrano  
21

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22 **REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515**  
23 **IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED**  
24 **GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT**  
25 **GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE**  
26 **DOCUMENTS SERVED 2/29/24;DECLS OF KELLEY, OROZCO, J.TRINH, H.TRINH, & K. MARCH.**

1 and the field agents—is that attorney Serrano and the field agents with Serrano, seized  
2 the signed paper Greyson-Phoenix contract from Han’s room at Greyson, after the  
3 worker unlocked Han’s locked room at Greyson on 6/2/23, and that it would be  
4 **perjury** for Serrano/the field agents to attest they did NOT seize the signed paper  
5 Greyson-Phoenix contract from Han’s room. Supplying weaker evidence (here, the  
6 inadmissible Freedman Declaration), instead of supplying stronger evidence (here, the  
7 Declarations of attorney Serrano, and the 4 field agents, who were present at and  
8 performed the 6/2/23 lockout) raises the inference the stronger evidence would be  
9 damaging to the party (here Trustee) which failed to supply the stronger evidence in  
10 its control. *Huthnance v. D.C.*, 722 F.3d 371, 378 (D.C. Cir. 2013) states this rule:

14 “The missing evidence rule provides that “when a party has relevant evidence  
15 within his control which he fails to produce, that failure gives rise to an  
16 inference that the evidence is unfavorable to him.” *Int'l Union, United Auto.,*  
17 *Aerospace & Agricultural Implement Workers of America (UAW) v. NLRB*  
18 (“*Int'l Union*”), 459 F.2d 1329, 1336 (D.C.Cir.1972). The idea is that “all other  
19 things being equal, a party will of his own volition introduce the strongest  
20 evidence available to prove his case.” *Id.* at 1338. Thus, **[t]he production of**  
21 **weak evidence when strong is available can lead only to the conclusion that**  
22 **the strong would have been adverse. Silence then becomes evidence of the**  
23 **most convincing character.”** *Interstate Circuit v. United States*, 306 U.S. 208,  
24 226, 59 S.Ct. 467, 83 L.Ed. 610 (1939) (internal citations omitted).”  
25 [bold/underline added for emphasis]

26 Accord: *In re Correra*, 589 B.R. 76, 130–31 (Bankr. N.D. Tex. 2018) (“...when a  
27 party fails to call a witness who may reasonably be assumed to be favorable to the  
28 party, an adverse inference may be drawn regarding any factual question on which the

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**REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515  
IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED  
GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT  
GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE  
DOCUMENTS SERVED 2/29/24;DECLS OF KELLEY, OROZCO, J.TRINH, H.TRINH, & K. MARCH.**

1 witness is likely to have knowledge."); *In re Furrs Supermarkets, Inc.*, No. 7-01-  
2 10779 SA, 2008 WL 820076, at \*9 (Bankr. D.N.M. Mar. 21, 2008); *see also* The  
3 Rutter Group Practice Guide: Federal Civil Trials & Evidence (2023), ¶8:4953.8.  
4

5 **A. Freedman's Declaration Continues Illegal Use, by Trustee Attorneys, of**  
6 **Greyson emails, which Dkt.13 did NOT authorize Trustee/his**  
7 **Attorneys to Seize, Search, or to Use for Trustee's Own Purposes; and**  
8 **Admits Freedman searched Greyson's Microsoft Account Data, which**  
9 **Dkt. 13 did NOT Authorize Trustee/his Attorneys to Seize, Search, or to**  
10 **Use for Trustee's Own Purposes**

11 Freedman's references the 5/26/23 email from Greyson attorney Jayde Trinh to  
12 Greyson staff attorneys, which Alex Rubin's Declaration [dkt.325-4], attaches as  
13 Exhibit 9, at ¶12 of Rubin Decl. It was illegal for Rubin to attach that Jayde Trinh  
14 email, and it is illegal for Freedman's Declaration to reference that same 5/26/23  
15 Jayde Trinh email. Dkt.13 did NOT authorize Trustee/his attorneys to seize, search,  
16 and file for Trustee's own purposes, any Greyson emails.  
17

18 Freedman's Declaration [part of Dkt.515] admits (p.2, line 27) additionally  
19 attests that Freedman reviewed Greyson's Microsoft account. Freedman did so  
20 illegally, because the 5/26/23 [Dkt.13] *Lockout & Preliminary Injunction Order* did  
21 not allow Trustee/his attorneys to seize, or search, or use documents from Greyson's  
22 Microsoft account for Trustee's own purposes.  
23

24 Greyson filed Greyson's [Dkt.477, filed 4/2/24] *Evidentiary Objection to, and*  
25 *Request to Strike*, Alex Rubin's dkt.325-4 Declaration and the exhibits thereto,  
26

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27 **REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515]**  
28 **IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED**  
**GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT**  
**GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE**  
**DOCUMENTS SERVED 2/29/24; DECLS OF KELLEY, OROZCO, J.TRINH, H.TRINH, & K. MARCH.**

1 including moving to strike the 5/26/23 email from Jayde Trinh from being used by  
2 Trustee, because Dkt.13 did not authorize Trustee to search Greyson emails or to use  
3 them as Trustee exhibits. That Objection/Request to Strike is valid, and should be  
4 sustained by this Court. Greyson's [dkt477] Evidentiary Objection and Request to  
5 Strike Alex Rubin's Declaration, and Greyson emails, including Exhibit 9, the Jayde  
6 Trinh 5/26/23 email, objects and requests to strike, on several grounds, as follows:  
7  
8  
9

10 ...Statements relating to Greyson's email accounts, and attaching emails  
11 seized from Greyson's email accounts, are all inadmissible because they were  
12 **seized, read and attached unlawfully.** Nothing in the Court's 5/26/23 [dkt.13]  
13 Lockout Order/Preliminary Injunction, or in the 6/23/23 [dkt.70] Continuation  
14 Order, allow Trustee or Trustee's field agents to seize and use, for Trustee's  
15 own purposes, Greyson's 100+ email accounts or the emails in those accounts.  
16 ...

17 The lockout portion of [dkt.13], at page 8, line 7 to page 9, line 11,  
18 enjoins certain Greyson employees—Han Trinh, Jayde Trinh, and Scott  
19 Eadie—from accessing emails. But nothing in the lockout order authorizes the  
20 Celentino firm, or Celentino's field agents, to seize and use Greyson's emails or  
21 data.

22 Rubin lacks foundation to attach emails which he did not send or receive.  
23 [FRE Rule 901(a); FRE Rule 602]

24 The content of emails which Rubin did not send or receive is  
25 inadmissible hearsay as regards Rubin, with no hearsay exception, who is  
26 seeking to put them into evidence. [hearsay with no hearsay exception is  
27 inadmissible, per FRE Rules 801 and 802]

28 It is intentional misconduct, that Freedman's Declaration [part of Dkt.515  
29 Stipulation to Issues on Motion to Compel Production of the signed Greyson-Phoenix  
30

1 contract] **illegally discusses** Jayde's 5/26/23 email to Greyson staff attorneys, **a**  
2 **second time**, because Greyson's [Dkt.477, filed 4/2/24] *Evidentiary Objection to, and*  
3 *Request to Strike*, Alex Rubin's dkt.325-4 Declaration and the exhibits thereto, put  
4 Trustee/his attorneys on notice that seizing, searching, and using Greyson emails for  
5 Trustee's purposes is **illegal**.

6  
7 Though Dkt.13 [Lockout and Preliminary Injunction Order], in the "Lockout"  
8 section of the Order, enjoins various Greyson persons from accessing their emails,  
9 Dkt.13 does **NOT** authorize Trustee/his attorneys to seize, search, or use Greyson's  
10 emails for Trustee's own purposes. Dinsmore firm drafted Dkt.13, and lodged it with  
11 the Court, so Dinsmore firm knows dkt.13 does NOT authorize what they are doing.  
12  
13

14 Jayde Trinh's Declaration to this Reply explains that Jayde's 5/26/23 email to  
15 Greyson staff attorneys was to instruct the staff attorneys how to act, and was not  
16 required to give them detail they did not need. But the fact is that Rubin and  
17 Freedman have **illegally** attached, and commented on, Jayde's 5/26/23 email, and  
18 which should be stricken for illegal use, and if it is stricken, then paragraph 10 to  
19 Jayde Trinh's Declaration to this Reply can be stricken, because there will be no need  
20 to comment on the 5/26/23 email.  
21  
22

23  
24 **B. Freedman's Declaration Attaches an Incomplete, and therefore**  
25 **Misleading, Portion of Han Trinh's Deposition Transcript, by attaching**  
26 **p.174, but Omitting p.175 of Transcript**

1 The Declaration of Jeremy Freedman to Trustee's part of the Dkt.515  
2 Stipulation of Issues attaches as Exhibit 2 to Freedman Decl., certain pages of Han  
3 Trinh's deposition transcript. Exhibit 2 attaches p.174 of Han Trinh's deposition  
4 transcript, **but improperly fails to attach p.175** of Han Trinh's deposition transcript.  
5 At p.174 of her deposition transcript, Han Trinh is being questioned about the signed  
6 Greyson-Phoenix \$2,000 per lawsuit contract. The last line of p.174, and the first line  
7 of p.175, asks the question:  
8

9  
10 "Q: So nobody that was employed by Greyson witnessed the signature of this  
11 contract?"

12 Han answers this question on **page 175**, at lines 2-6:  
13

14 A Oh, witness the signature? Yes.  
15 Q Who was that person that witnessed it?  
16 A Max Chou.  
17 Q Was Max Chou ever paid by Greyson?  
A He was an employee of Greyson."

18 Han's answers on p.175 are highly relevant, but are contrary to Trustee's (false)  
19 allegation that there is no signed Greyson-Phoenix contract, so Freedman improperly  
20 omits page 175 from Freedman's Exhibit 2. A copy of omitted page 175, of Han's  
21 official Deposition transcript, is attached to the Declaration of Kathleen P. March,  
22 Esq. to this Reply, as **Exhibit B**.  
23

24  
25 **IV. ARGUMENT IN TRUSTEE'S PART OF STIPULATION (p.21, lines  
26 8-19), THAT GREYSON IS NOT ENTITLED TO COLLECT ITS**  
27

1 **ADMINISTRATIVE CLAIM FROM LPG'S BANKRUPTCY**  
2 **ESTATE, IS ERROR, FOR ALL THE REASONS GREYSON FULLY**  
3 **BRIEFED PREVIOUSLY, AT PP.41-52 OF GREYSON'S DKT.1127**  
4 **PLEADING**

5 Trustee's part of the dkt.515 Stipulation of issues, at p.21, lines 8-19, is error,  
6 in arguing that this Court's dkt.365 Order (Order granting Trustee's Motion to Order  
7 the Dkt.77 "avoidance" Stipulation between Trustee and Phoenix), excuses the LPG  
8 bankruptcy estate for being liable to pay Greyson the \$2,000 per lawsuit which LPG's  
9 alter ego, Phoenix, contracted, post-petition, to pay Greyson, for Greyson sending  
10 Greyson attorneys—at Phoenix's request—to appear to defend clients LPG had  
11 transferred to Phoenix, in over 2,480 state court suits where those clients were being  
12 sued on alleged debts.

15 Neither the Dkt.77 Stipulation between Trustee and Phoenix, in which Phoenix  
16 agreed to return all the LPG client files to LPG's bankruptcy estate, by "avoidance",  
17 nor the Dkt.365 Order which granted Trustee's Motion to approve that Stipulation as  
18 an Order, prevent the LPG's bankruptcy estate for being liable to pay Greyson the  
19 \$2,000 per state court lawsuit that LPG alter-ego Phoenix had contracted to pay  
20 Greyson, each state court suit where Greyson attorneys appeared to defend Phoenix  
21 clients.

25 Greyson's Reply [dkt.1127, filed 4/18/24 in LPG bankruptcy case] to Trustee's  
26 Opposition to Greyson's Motion for Payment of Administrative Claim, at p.41-52 of  
27

1 dkt.1127, briefs the multiple reasons that Greyson is NOT bound by the Dkt.77  
2 Stipulation between Trustee and Phoenix, including that a party which is not a  
3 signatory to a stipulation is not bound by the Stipulation, and **Greyson was not a**  
4 **signatory to the Dkt.77 Stipulation**. The p.41-52 briefing also briefs that the  
5 Dkt.365 Order, which granted Trustee's dkt.176 Motion to order the Dkt.77  
6 Stipulation as an Order, **does not broaden** the parties bound by the Stipulation, which  
7 are only Trustee and Phoenix. It only makes the Stipulation an Order as to the  
8 signatories. Plus, Greyson's p.41-52 briefing briefs several additional reasons why  
9 the LPG bankruptcy estate cannot evade its liability to pay for postpetition debts  
10 incurred by LPG's alter ego Phoenix, for work which directly benefitted the LPG  
11 bankruptcy estate.

12  
13 Greyson's p.41-52 briefing in dkt.1127 (plus the Declarations to dkt.1127  
14 attesting to failure of Trustee's attorneys to serve and notice Trustee's dkt.176 Motion  
15 in compliance with what the Court ordered), is incorporated here by reference, as if set  
16 forth in full.

17 For convenience, pages 41-52 of Greyson's briefing on these issues, in  
18 Greyson's [Dkt.1127] pleading, are attached to March Decl. to this Reply as **Exhibit.**

19  
20 **A**

21 At the request of LPG's alter ego, Phoenix, Greyson sent Greyson attorneys to  
22 appear in over 2,480 state court suits nationwide, to defend the clients Phoenix had

1 received from LPG, in those suits. That work benefitted LPG's bankruptcy estate,  
2 because the clients were originally LPG clients, before they were fraudulently  
3 transferred to LPG alter ego Phoenix, and LPG's bankruptcy estate got the client files  
4 back from Phoenix, by avoidance. The result was that Trustee Marshack was able to  
5 sell the client files for millions of dollars, to Morning Law, in July 2023.  
6  
7  
8

9 **V. CONCLUSION**

10 Greyson has carried its burden of proving, by a preponderance of the evidence,  
11 that the Greyson-Phoenix contract was fully signed on or about 5/19/23; that it was in  
12 Han Trinh's locked room at Greyson; and that it was seized by Dinsmore attorney  
13 Serrano and/or his field agents on 6/2/23, after they had a worker unlock Han's  
14 locked room at Greyson.  
15  
16

17 Greyson served Trustee Marshack with a proper Greyson *Request for*  
18 *Production of Documents*, including that Request 2 specifically requested Trustee  
19 Marshack to produce the signed Greyson-Phoenix contract which was seized from  
20 Greyson in the 6/2/23 lockout. Trustee's Response was **invalid stonewalling**,  
21 including Trustee Response 2 says:  
22  
23

24 "After a diligent search and reasonable inquiry no such document exists nor has  
25 it ever existed **based on representations by Phoenix Law, PC's managing**  
26 **director, William Ty Carss...**"  
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1 As discussed in this Reply at **III** supra, Trustee/Dinsmore firm has failed to  
2 prove there was a “diligent search and reasonable inquiry” about what documents  
3 were seized in the 6/2/23 lockout at Greyson. The only Declarant in support of  
4 Trustee’s part of the Stipulation of issues on the Motion to Compel, is Dinsmore  
5 attorney Freedman, who was not present at the 6/2/23 Lockout at Greyson, and whose  
6 Declaration is inadmissible for lack of personal knowledge, inability to lay foundation  
7 for what Freedman alleges happened, and because everything Freedman alleges is  
8 inadmissible hearsay, which other people (allegedly) told Freedman, for which there is  
9 no hearsay exception.

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13 *Greyson’s Evidentiary Objection to, and Request to Strike Freedman’s*  
14 *Declaration*, being filed along with this Reply as a separately captioned document,  
15 should be granted. For Trustee to prove what happened, at the 6/2/23 lockout at  
16 Greyson, would have required Trustee to file Declarations of the Dinsmore personnel  
17 who performed that lockout, which were Dinsmore attorney Serrano and Dinsmore  
18 field agents Russell Squires, Gary DePew, Alex Rubin and Lori Ensley. No such  
19 declarations were filed by Trustee/Dinsmore firm.

20  
21  
22 When Trustee’s two sets of attorneys (Dinsmore firm, and Marshack Hays firm)  
23 each stonewalled on producing the signed paper Greyson-Phoenix contract, in meet  
24 and confer, Greyson properly moved to compel production by Greyson’s motion to  
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1 compel production of the seized contract which is dkt.515 in the adversary  
2 proceeding, and which is dkt.1209 in the LPG main bankruptcy case.  
3

4 Greyson is entitled to have the seized Contract returned to Greyson's counsel of  
5 record. Dinsmore attorney Serrano/his field agents should never have seized the  
6 signed paper Greyson-Phoenix contract to start with: Dkt.13 did not authorize  
7 Trustee/his attorneys or their field agents to seize that signed paper contract between  
8 Greyson and Phoenix from Greyson's offices in the 6/2/23 lockout. That document  
9 was property of Greyson, which Dkt.13 did NOT authorize taking. It was seized it  
10 unlawfully by Dinsmore attorney Serrano/his field agents, which was conversion of  
11 Greyson's property. It should have been returned immediately to Greyson (without  
12 need for Greyson to serve Trustee with Greyson's Request to Produce the signed  
13 contract, because Dkt.13 did not authorize seizure of written contracts between  
14 Greyson and Phoenix.  
15  
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17 Trustee Marshack, his attorneys and their field agents, should be ordered to  
18 immediately return the seized signed Greyson-Phoenix contract to Greyson's counsel  
19 of record, The Bankruptcy Law Firm, PC, to attorney Kathleen P. March Esq. of that  
20 firm.  
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23 If anyone should be sanctioned, that would be the Dinsmore firm, for illegally  
24 seizing the signed Greyson-Phoenix contract [with no authority for seizing it, which  
25 was conversion of Greyson's property], and then stonewalling on producing the seized  
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28 **REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515**  
**IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED**  
**GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT**  
**GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE**  
**DOCUMENTS SERVED 2/29/24; DECLS OF KELLEY, OROZCO, J.TRINH, H.TRINH, & K. MARCH.**

1 signed contract, when Greyson served Trustee with Greyson's *Request to Produce* the  
2 seized signed contract, with the result that Greyson was forced to move to compel  
3 Trustee to produce the seized signed Greyson-Phoenix contract.  
4

5 Dated: June 5, 2024

THE BANKRUPTCY LAW FIRM, PC

6 \_\_\_\_\_/s/ Kathleen P. March \_\_\_\_\_  
7 By: Kathleen P. March, Esq  
8 *Attorneys for Greyson Law Center, PC*  
9 *on its Motion and on this Reply*

**DECLARATION OF COURTNEY KELLEY**

I, COURTNEY KELLEY, declare:

1. On 6/2/23, I was an employee of Greyson Law Center PC (“Greyson”), supervising a team of people. I was present at Greyson throughout 6/2/23, while Dinsmore firm attorney Jonathan Serrano Esq (“Serrano”), and field agents assisting Serrano, performed a “Lockout” of Greyson at Greyson’s offices.

2. If called as a witness, I could and would testify accurately regarding the same things I attest to observing, in my herein Declaration.

3. I not only observed Serrano and the field agents perform the “Lockout” of Greyson, at Greyson’s offices. I also spoke to attorney Serrano, at some length. I also spoke, for over an hour, with field agents Lori Ensley and Gary DePew.

4. Exhibit A is a photo that accurately shows attorney Serrano, and Dinsmore firm field agents Gary Depew, Russell Squires, and Lori Ensley, at Greyson's offices on 6/2/23, while they were performing the "Lockout" on 6/2/23.

5. Serrano is the man at the far right of the Exhibit A photo, standing in a doorway, with his cell phone in his hand.

6. Behind Serrano in the Exhibit A photo, obscured by Serrano except you can see the paper the second person is holding, is Dinsmore field agent Alex Rubin.

7. Traveling further to the left across the Exhibit A photo, the person in the light-colored blazer is Lori Ensley, and the two police officers are behind Ensley.

1           8. Continuing further left across the **Exhibit A** photo, the chunky man,  
2 looking toward Ensley and the two police officers, is Russell Squires.

3           9. To the far left of the **Exhibit A** photo is Gary Depew, who is partially  
4 obscured by the glass doors.

5           10. No other Trustee attorneys (besides Serrano) and no other field agents  
6 (besides Depew, Squires Ensley and Rubin) were present during the 6/2/23 lockout at  
7 Greyson.

8           11. During the “Lockout” period at Greyson, I did speak to Chistopher  
9 Celentino and Trustee Marshack on a three way call by phone, to reemphasize what  
10 other Greyson employees and myself had been continuously emailing them about. Two  
11 main points I made was that Greyson employees couldn’t keep working without being  
12 paid by the Trustee for their services and that the field agents in the office (Lori  
13 Ensley, Gary Depew, Russell Squires, and Alex Rubin) were related to Validation  
14 Partners, former investors of LPG, so to have them seize and rummage through  
15 Greyson’s stuff seemed highly inappropriate considering they were competitors.  
16 Celentino was abrasive and verbally abusive to me during that phone call. At one  
17 point, he stated “You should sell one of your Range Rovers that Tony gave you to pay  
18 your employees their missing pay”. I was absolutely offended by the implications and  
19 the disrespect I was subjected to when I was just trying to do the right thing.

20           I declare under penalty of perjury that the foregoing is true and correct and that

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1 This Declaration was executed at Austin, Texas on June 4, 2024.

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4 COURTNEY KELLEY

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**REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515  
IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED  
GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT  
GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE  
DOCUMENTS SERVED 2/29/24;DECLS OF COURTNEY KELLEY, ISRAEL OROZCO & K. MARCH.** 30

# **EXHIBIT A**



**DECLARATION OF ISRAEL OROZCO, ESQ.**

I, ISRAEL OROZCO, declare:

1. I am an attorney in good standing, admitted to practice in California. I formerly did “local counsel” work for Greyson Law Center PC (“Greyson”), including on 6/2/23.

2. I looked into Greyson's offices on 6/2/23, toward the end of the day, and saw a person I now know is Dinsmore firm attorney Jonathan Serrano, and several additional people standing with Serrano, in front of the locked door to Han Trinh's room at Greyson. I could tell the door was locked, because a man with tools was working to open the lock. Serrano and the additional people appeared to be waiting for the worker to get the lock open, so they could go into Han Trinh's room at Greyson.

3. I did not observe what Serrano or Trustee's field agents took from Han's room, once the worker got the lock unlocked.

4. If called as a witness I could and would testify accurately to what I saw, on 6/2/23, as attested to in this Declaration.

I declare under penalty of perjury that the foregoing is true and correct and that  
This Declaration is executed at Brea, California on May 31, 2024

ISRAEL OROZCO

**REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515 IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE DOCUMENTS SERVED 2/29/24; DECLS OF COURTNEY KELLEY, ISRAEL OROZCO & K. MARCH.** 33

## **DECLARATION OF JAYDE TRINH**

I, JAYDE TRINH, declare:

1. Everything I say in this Declaration I know of my own personal knowledge.

2. In May 2023, I was employed by Greyson Law Center PC (“Greyson”) as an attorney, reporting to Greyson’s Managing attorney Scott Eadie Esq. One of my duties was to liaison with, and keep informed, Greyson’s staff attorneys.

3. In May of 2023, Greyson had negotiations with Phoenix Law (“Phoenix”) regarding Phoenix contracting with Greyson, for Greyson to supply Greyson attorneys to appear, for Phoenix, to defend Phoenix consumer clients who were being sued in state court suits, in states all over the US, for alleged unpaid debts. Phoenix needed to contract with Greyson, for that service, because Phoenix did not have attorneys outside of California, to defend Phoenix clients in those state court lawsuits.

4. On or around May 16, 2023, Greyson came to an agreement with Phoenix for Phoenix to pay Greyson \$2,000 per state court lawsuit, in which Greyson attorneys appeared for Phoenix, to defend Phoenix consumer clients who were being sued in state court lawsuits. On or around that date, as a showing of good faith that Phoenix would perform this \$2,000 per lawsuit agreement, Phoenix made a partial payment to Greyson, to pay Greyson amounts Phoenix already owed to Greyson, for previous lawsuits where Greyson attorneys, at Phoenix' request, had appeared to

1 defend Phoenix clients in state court lawsuits. On or around May 19, 2023, this \$2,000  
2 per state court lawsuit agreement was memorialized in a written contract, signed by  
3 Greyson and Phoenix.

5 5. Also in May 2023, Greyson had negotiations with Consumer Law Group  
6 (“CLG”), regarding CLG contracting with Greyson to supply Greyson attorneys to  
7 appear in state court lawsuits, nationwide, to defend CLG consumer clients who were  
8 being sued in those state court suits, for alleged unpaid debts. The contract negotiations  
9 between Greyson and CLG were still ongoing, when the 6/2/23 lockout of Greyson  
10 occurred. As of the 6/2/23 lockout of Greyson, no contract had been agreed to, or  
11 signed, between Greyson and CLG, and none was ever agreed to or signed between  
12 Greyson and CLG.

16 6. The issues Greyson had with Phoenix were not the same issues Greyson  
17 had with CLG. With CLG, no agreement had been reached. Phoenix on the other hand  
18 agreed to a contract with Greyson, and had signed the contract with Greyson, but then  
19 failed to pay Greyson the \$2,000 for each state court suit, where Greyson attorneys  
20 appeared, for Phoenix, to defend Phoenix clients in those state court suits.

23 7. The email attached as Exhibit 9 to Rubin’s Declaration [dkt.325-4, filed  
24 1/8/24] (which is an email dated 5/26/23, which I sent to Greyson attorneys) was the  
25 result of Dinsmore firm “field agent” Alex Rubin illegally searching Greyson’s emails  
26 (¶1 of that Rubin Declaration admits that Rubin was given access to and searched  
27 Greyson’s emails), and then illegally attaching various Greyson emails, including my

1 5/26/23 email to Greyson attorneys, to Rubin's dkt.325-4 Declaration.

2       8. It was illegal for Trustee personnel to seize Greyson's emails, and was  
3 illegal for Trustee to allow Rubin to search Greyson's seized emails, and it was illegal  
4 for Rubin to attach Greyson emails to Rubin's [dkt.325-4] Declaration filed by  
5 Dinsmore firm--including it was illegal to attach my 5/26/23 email to Greyson  
6 attorneys. I have read the Dkt.13 Lockout & Preliminary Injunction Order. Nothing in  
7 the dkt.13 Lockout & Preliminary Injunction Order, authorized Dinsmore firm, or  
8 anyone for Trustee, to seize, search or use Greyson emails for Trustee's own purposes.  
9 All the "Lockout" part of Dkt.13 did was to enjoin Scott Eadie, Han Trinh, myself, and  
10 others from accessing Greyson emails. Neither the "Lockout" part of Dkt.13, nor any  
11 other part of Dkt.13, authorized Trustee personnel to seize, search or use for Trustee's  
12 own purposes, any Greyson emails.  
13

14       9. I am aware that Greyson filed Greyson's [dkt.477, filed 4/2/24]  
15 Evidentiary Objection and Request to Strike Rubin's 325-4 Declaration, and to strike  
16 the emails attached to that Rubin Declaration, which the Court should grant but has not  
17 yet heard or ruled on. On 6/5/24 Greyson will also file an Evidentiary Objection and  
18 Request to Strike Jeremy Freedman's Declaration to Trustee's part of Stipulation of  
19 issues to Motion to compel production of the signed Greyson-Phoenix contract,  
20 referring to my 5/26/23 email, for the same reason: it was illegal for Trustee personnel  
21 to seize, search, or use for Trustee's own purposes, any Greyson emails.  
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1       10. I sent my 5/26/23 email to Greyson's attorneys, to advise Greyson's  
2 attorneys generally of the ongoing issues Greyson was having with Phoenix and CLG.  
3  
4 My email did not specify the exact nature of the differing disputes/issues Greyson was  
5 having with Phoenix and CLG respectively, because there was no reason to make the  
6 email needlessly complicated. The differences in those situations were not relevant  
7 information the Greyson attorneys needed in order to comply with my directive.  
8  
9 Instead, the purpose of the email was to make clear to Greyson's attorneys that they  
10 should not try to deal with either Phoenix or CLG directly, but rather should allow  
11 Greyson's management to handle the situations with Phoenix and CLG.  
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14       I declare under penalty of perjury that the foregoing is true and correct, and that  
15 this Declaration is executed by me at Davie, Florida, on June 3, 2024.  
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19         
20       JAYDE TRINH

**DECLARATION OF HAN TRINH TO THIS REPLY**

I, HAN TRINH, declare:

1. My signed Declaration [dkt.1128, signed by me on 4/18/24, and filed 4/18/24] was filed as part of Greyson’s REPLY to Trustee’s Opposition to Greyson’s Motion [Dkt.290] for allowance and payment of administrative claim. My dkk.1128 Declaration has paragraphs 36-42 regarding the signing of the Greyson -Phoenix contract and regarding that signed paper Greyson-Phoenix contract being seized from my locked room at Greyson’s office, located at 3345 Michelson Drive, Suite 400B, Irvine, CA 92612.

2. So the Court, and counsel, will not have to go dig out my dkt.1128 Declaration signed by me on 4/18/24, I am repeating here, for convenience, paragraphs 36-42 of my dkt.1128 Declaration, *verbatim*.

3. What I said in paragraphs 36-42 was true on 4/18/24, and is still true today, 6/4/24:

36. In my declaration to Greyson's [dkt.676] Motion in chief, I attest that the Dinsmore firm/its field agents seized the signed original Greyson-Phoenix \$2000 per lawsuit contract in the 6/2/23 Lockout of Greyson from my locked room in Greyson's office. I know they seized the original signed Greyson-Phoenix contract from my locked room, in the 06/02/23 Lockout, because that document was in my locked room before the 06/02/23 lockout. The Trustee's field agents had

1 the lock on my office changed during the lockout order and never handed over the  
2 set of keys to that new lock to my office. Greyson's former attorney, Douglas  
3 Plazak, requested multiple times that the key be handed over so that I would be  
4 able to access my office. There was a lack of response and when there was a  
5 response, it was vague stating they would look into who had the key. I never  
6 entered my office again, except when I was, weeks later, escorted by field agent  
7 Lori Bicher, to remove my 86" TV that was bolted to the wall of my office. **The  
8 signed Greyson-Phoenix contract which had been in my locked room before  
9 the 6/2/23 Lockout, was no longer there.** While I and my team were removing  
10 the TV, Lori Bicher supervised us. Bicher allowed me to scavenge what was left of  
11 my office, which was pretty much empty. I was allowed to take my painting that  
12 was on another wall of my office and my "General Han" personalized name plate  
13 that former LPG employees had gifted me. Everything else (that I listed in my  
14 motion for administrative claim) was gone, including all sorts of confidential  
15 documents, contracts, boxes of blank Greyson checks, etc.

16  
17 37. OPP does NOT deny that the Dinsmore firm/its field agents seized  
18 the signed Greyson-Phoenix \$2000 per lawsuit contract in the 06/02/23 Lockout of  
19 Greyson from Greyson's office, which my Declaration to Motion in chief attests  
20 was in my locked office at Greyson, and was gone after the 06/02/23 lockout. So  
21 Dinsmore firm/their field agents, either have possession of the original signed  
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1 Greyson-Phoenix contract, or they have destroyed it. OPP does not deny that  
2 Dinsmore firm/their field agents, **have possession** of the seized the Greyson-  
3 Phoenix \$2,000 per state court case contract.  
4

5 38. The Declaration of Greyson attorney Kathleen P. March attaches  
6 the Request to Produce which her firm served on Trustee, to produce the seized  
7 contract, but that it has not been produced as of date I am signing my herein  
8 Declaration.  
9

10 39. On or about 5/19/23, I had a Greyson employee hand carry the  
11 proposed Greyson-Phoenix, \$2,000 per lawsuit, Contract to Phoenix offices, for  
12 Phoenix to sign. I had already signed for Greyson, per instruction of Greyson  
13 managing attorney, Scott Eadie. Phoenix's office was next to Greyson's office, at  
14 that time. A few minutes later, the Greyson employee brought the Contract back to  
15 me, signed by Phoenix, by Rose Bianca Loli. I recognized the signature for  
16 Phoenix as having been made by Loli, because I was familiar with Loli's signature,  
17 which is elaborate and distinctive. Loli had authority, or at least apparent authority  
18 to sign the contract for Phoenix.  
19  
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21 40. Attached to my herein Declaration as **Exhibit C**, is a true and  
22 correct copy of Phoenix' newsletter in February 2023. It states Loli is Phoenix'  
23 CEO, and shows Loli on the Phoenix organizational chart as having equal stature  
24 with Ty Carss, who is listed as "managing attorney". Just as I did not have to be an  
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1 attorney, to be authorized to sign for Greyson, Loli did not have to be an attorney,  
2 to be authorized to sign that Contract.  
3

4 41. The \$2,000 per state court lawsuit price contracted for in the  
5 Greyson-Phoenix contract was **reasonable**. As I attest in my Declaration to  
6 Greyson's [dkt.676] Motion in chief, at ¶9 the \$2,000 per state court case payment,  
7 was in between the \$1,400 to \$2,500 that other law firms were paying per state  
8 court lawsuit defended. That is consistent with Rebhun's Declaration that Trustee  
9 filed: Trustee's witness, Jason J. Rebhun, in Rebhun's Declaration (Dkt.191-4,  
10 filed 07/07/23 in the LPG main bankruptcy docket in support of Trustee's Motion  
11 to Sell LPG's assets), at ¶0 and ¶11, attests that what CLG (Consumer Legal  
12 Group) pays the local counsel CLG uses to defend CLG consumer clients in  
13 lawsuits is **\$1,500 to \$2,500 per suit, sometimes more**. (Those pages of Rebhun's  
14 Decl are attached to March Decl to this Reply)

15 42. Greyson did **not** send Greyson attorneys to defend over 2,480+  
16 lawsuits, nationwide, **for free**. Greyson sent Greyson attorneys to defend over  
17 2,480+ suits nationwide, for the \$2,000 per suit that Phoenix contracted to pay  
18 Greyson, for each state court suit where Greyson attorneys appeared for Phoenix,  
19 on a 1099 (independent contractor basis) to defend Phoenix clients who were being  
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1 sued in those state court suits.

2 I declare under penalty of perjury that the foregoing is true and correct and that  
3 this Declaration is executed at Orange, California, on June 4, 2024.

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7 HAN TRINH  
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## **DECLARATION OF KATHLEEN P. MARCH**

I, KATHLEEN P. MARCH, declare:

1. I am an attorney in good standing, admitted to practice law in California and New York. I own and run The Bankruptcy Law Firm, PC, counsel to Greyson Law Center, PC on Greyson's [dkt.676] Motion for Allowance and Payment of Administrative Claim, and on its Motion to vacate dkt.13 Lockout & Preliminary Injunction Order, and on this Motion to compel production of the signed Greyson-Phoenix Contract. My firm is also counsel of record defending Greyson in Trustee's adversary proceeding dkt.8:23-ap-01046-SC. I make this Declaration in support of Greyson's herein Reply.

2. None of the “meet and confer” emails, from either Trustee law firm, which are attached as Exhibit C to my Declaration to the Stipulation to Greyson’s Motion in Chief, requested to talk to me by phone or in person, so Trustee has waived any argument that the meet and confer was inadequate because it was done by email. I would have talked to Trustee’s two firms of attorneys in person or by phone if either had requested that. Neither did.

3. I only concluded the meet and confer, when neither Trustee firm responded to my final emails, which are part of Exhibit C to my Declaration to Greyson part of Motion to Compel. All “meet and confers” have been by email, that I participated in, in LPG case, not by phone or in person. Plus, email is more accurate than phone, because

**REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515 IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE DOCUMENTS SERVED 2/29/24;DECLS OF KELLEY, OROZCO, J.TRINH, H.TRINH, & K. MARCH.** 43

1 emails allow the Court to see exactly what each side said in meet and confer. Trying to  
2 talk by phone or in person to firms which wouldn't even respond to my final emails,  
3 would have been **futile**.  
4

5 4. The Dkt.13 *Lockout & Preliminary Injunction Order* did NOT authorize  
6 Trustee/Dinsmore firm/its field agents to seize the signed paper Greyson-Phoenix  
7 contract. Trustee's portion of Stipulation does **not** claim that Dinsmore firm/its field  
8 agents, seizing Greyson's signed Greyson-Phoenix contract, on 6/2/23, was authorized  
9 by Dkt.13.  
10

11 5. The only part of Dkt.13 which ordered anything about Greyson is the Lockout  
12 portion of Dkt.13 (pp.8, line 7 to p.9 line 11), and that portion of the Order does NOT  
13 authorize seizing any contracts between Greyson and other entities, it doesn't authorize  
14 seizing any paper documents whatsoever. Dinsmore firm/its field agents, committed  
15 **conversion** of Greyson's property, when they seized the signed paper Greyson-Phoenix  
16 contract, as the only Order they had on 6/2/23 was Dkt.13, and Dkt.13 did NOT  
17 authorize seizing that contract.  
18

19 6. It is backwards that Trustee's OPP alleges Greyson's counsel should be  
20 sanctioned, for moving to compel, when it is the improper "stonewalling" of Trustee's  
21 attorneys, refusing to produce the seized document, based on multiple diverse invalid  
22 excuses, that has necessitated Greyson moving to compel production. If anyone should  
23 be sanctioned, its Dinsmore firm, not Greyson or Greyson's counsel: Dinsmore firm  
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1 acted illegally, in seizing the signed Greyson-Phoenix contract at Greyson's office on  
2 6/2/23, because Dkt.13 did not authorize seizing that contract, which was property of  
3 Greyson. Then then Dinsmore firm and Marshack Hays stonewalled on returning the  
4 seized contract to Greyson, necessitating Greyson to move to compel production.

5 7. Trustee's part of the dkt.515 Stipulation of Issues, at p.21, lines 8-19, is error,  
6 in arguing that this Court's dkt.365 Order (Order granting Trustee's Motion to Order  
7 the Dkt.77 "avoidance" Stipulation between Trustee and Phoenix as an Order), excuses  
8 the LPG bankruptcy estate for being liable to pay Greyson the \$2,000 per lawsuit  
9 which LPG's alter ego, Phoenix, contracted, post-petition, to pay Greyson, for Greyson  
10 sending Greyson attorneys-- at Phoenix' request--to appear to defend clients LPG had  
11 transferred to Phoenix, in over 2,480 state court suits where those clients were being  
12 sued on alleged debts. Neither the Dkt.77 Stipulation between Trustee and Phoenix, in  
13 which Phoenix agreed to return all the LPG client files to LPG's bankruptcy estate, by  
14 "avoidance", nor the Dkt.365 Order which granted Trustee's Motion to approve that  
15 Stipulation as an Order, prevent or excuse the LPG's bankruptcy estate for being liable  
16 to pay Greyson the \$2,000 per state court lawsuit that LPG alter-ego Phoenix had  
17 contracted to pay Greyson, each state court suit where Greyson attorneys appeared to  
18 defend Phoenix clients.

19 8. Greyson's Reply [dkt.1127, filed 4/18/24 in LPG bankruptcy case] to Trustee's  
20 Opposition to Greyson's Motion for Payment of Administrative Claim, at p.41-52 of  
21

1 dkt.1127, briefs the multiple reasons that Greyson is NOT bound by the Dkt. 7  
2 Stipulation between Trustee and Phoenix, including that a party which is not a  
3 signatory to a stipulation is not bound by the Stipulation, and **Greyson was not a**  
4 **signatory to the Dkt.77 Stipulation.** The p.41-52 briefing includes briefing that the  
5 Dkt.365 Order, which granted Trustee's dkt.176 Motion to order the Dkt.77 Stipulation  
6 as an Order, **does not broaden** the parties bound by the Stipulation, which are only  
7 Trustee and Phoenix. It only makes the Stipulation an Order as to the signatories. Plus  
8 Greyson's p.41-52 briefing briefs several additional reasons why the LPG bankruptcy  
9 estate could not evade its liability to pay for postpetition debts incurred by LPG's alter  
10 ego Phoenix, for work which directly benefitted the LPG bankruptcy estate.

11 9. Greyson's p.41-52 briefing in dkt.1127 (plus the Declarations to dkt.1127  
12 attesting to failure of Trustee's attorneys to serve and notice Trustee's dkt.176 Motion  
13 in compliance with what the Court ordered), is incorporated here by reference, as if set  
14 forth in full. For convenience, pages 41-52 of dkt.1127's briefing on these issues, are  
15 attached to March Decl to this Reply as **Exhibit A.**

16 10. The Declaration of Jeremy Freedman to Trustee's part of the Dkt.515  
17 Stipulation of Issues attaches as Exhibit 2 to Freedman Decl, certain pages of Han  
18 Trinh's deposition transcript. Exhibit 2 attaches p.174 of Han Trinh's deposition  
19 transcript, **but improperly fails to attach p.175** of Han Trinh's deposition transcript.  
20 At p.174 of her deposition transcript, Han Trinh is being questioned about the signed  
21  
22

Greyson-Phoenix \$2,000 per lawsuit contract. The last line of p.174, and the first line of p.175 asks the question,:

“Q: So nobody that was employed by Greyson witnessed the signature of this contract?

Han answers this question on page 175, at lines 2-6:

A Oh, witness the signature? Yes

Q Who was that person that witnessed it?

A Max Chou.

Q Was Max Chou ever paid by Greysen?

A He was an employee of Greyson.

11. Han's answers on p.175 are highly relevant, but are contrary to Trustee's (false) allegation that there is no signed Greyson-Phoenix contract, so Freedman improperly omits page 174 from Freedman's Exhibit 2. A copy of omitted page 175, of Han's official Deposition transcript, is attached to this Declaration as **Exhibit B**.

I declare under penalty of perjury that the foregoing is true and correct and that  
This Declaration is executed at Los Angeles, California on June 5, 2024.

/s/ Kathleen P. March

KATHLEEN P. MARCH

**REPLY OF GREYSON TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S MOTION [DKT.515 IN ADV.PROC, DKT.1209 IN LPG MAIN CASE] TO COMPEL TRUSTEE TO PRODUCE SIGNED GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE DOCUMENTS SERVED 2/29/24; DECLS OF KELLEY, OROZCO, J.TRINH, H.TRINH, & K. MARCH.** 47

# **EXHIBIT A**

1 Due to Phoenix being LPG's, alter ego, the LPG bankruptcy estate is liable to  
2 pay for debts Phoenix incurred, after LPG filed bankruptcy, which benefitted the LPG  
3 bankruptcy estate, because LPG got back from Phoenix (by "avoidance") and sold all  
4 the LPG files, including the over 2,480 files which Greyson attorneys defended in the  
5 over 2,480 state court lawsuits, benefitted LPG, who got all the clients back from  
6 Phoenix, and then sold those files to Morning Law. (Dkt. 77 "Avoidance Stipulation  
7 is **Exhibit D** to March Decl to this Reply; Dkt.365 Order ordering the Stip as an  
8 Order, is **Exhibit E** to March Decl to this Reply.

9

10 **XI. FOR MANY REASONS, THE DKT.77 "AVOIDANCE" STIPULATION/**  
11 **DKT.365 ORDER DO NOT EXCUSE THE LPG BANKRUPTCY ESTATE**  
12 **FROM BEING LIABLE TO PAY GREYSON'S ADMINISTRATIVE**  
13 **CLAIM MOTION [DKT.676]**

14

15 **A. Greyson is Not a Party to the Dkt.77 Stipulation and So is Not Bound**  
16 **by that Stipulation; Only Trustee, and Phoenix/Carss/Tan, are**  
17 **Parties to that Stipulation**

18

19 The dkt.77 Stipulation [**Exhibit E** to March Decl hereto], between Trustee on  
20 the one hand, and Phoenix/Carss/Tan on the other hand, has no effect on Greyson,  
21 Han Trinh, Jayde Trinh, or anyone else who is not a signatory to that Stipulation.

22

23 There are over 75 federal cases, at all levels—some of them bankruptcy court  
24 cases—ruling that persons/entities are **NOT** bound by Stipulations those  
25 persons/entities are not parties to. *In re Bake-Line Grp., LLC*, 312 B.R. 48, 51 (Bankr.  
26 D. Del. 2004), holds that a trustee's stipulation with a specific party **did not bind**  
27 **others who were not a party to that stipulation:**

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28

**REPLY OF GREYSON LAW GROUP PC, TO TRUSTEE MARSHACK'S OPPOSITION TO GREYSON'S**  
**MOTION [DKT.676] FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM, BROUGHT PER**  
**11 U.S.C. §503(b)(1)(A); REPLY MEMO OF P & A; DECLS. AS STATED ON P.1 OF THIS REPLY** 41

1        "In this case, the Trustee argues that the estate did not have any leasehold  
2        interest, control, or business operations at the Facility during the month of  
3        February because according to the stipulation with RIDC the Lease was rejected  
4        retroactive to January 30, 2004. However, **Dominion was not a party to that**  
5        **stipulation and, therefore, is not bound by its terms.**" [bold/underline added]

6        Accord: *In re Henson*, 289 B.R. 741, 753 (Bankr. N.D. Cal. 2003) ("Other creditors  
7        were not parties to the stipulation between Creditor and Debtor and are not bound by  
8        it..."); *In re Parsons*, 505 B.R. 540, 545–46 (Bankr. D. Haw. 2014) ("OCP argues that,  
9        even if the stipulation is not binding on Ms. Parsons, the stipulation did resolve the  
10       amount and character of OCP's claims, and Ms. Parsons is stuck with the legal  
11       consequences of that determination. I disagree."); *Fuji Photo Film Co. v. Int'l Trade*  
12       *Comm'n*, 386 F.3d 1095, 1101 (Fed. Cir. 2004) ("Since the respondents who are  
13       affected by the claim construction in the present proceedings were not parties to that  
14       stipulation, they are not bound by it..."); *Acacia Corp. Mgmt., LLC v. United States*,  
15       No. CIV F-07-1129 AWI GS, 2010 WL 3766706, at \*1–2 (E.D. Cal. Sept. 21, 2010)  
16       ("The United States argues it [']was not a party to the stipulation between Plaintiffs  
17       and the collaborating Defendants, and thus is not bound by the stipulated order.['] ...  
18       The court finds this to be an accurate statement of the facts and law in this case.");

19       *Nature Quality Vine Ripe Tomatoes v. Rawls Brokerage, Inc.*, No. 2:04-CV-0016-  
20       VEH, 2006 WL 8437347, at \*4 (N.D. Ala. Aug. 24, 2006) ("Chiquita Frupac and Rice  
21       Fruit Company were not parties to the stipulation and are not bound by its  
22       provisions..."); *Aetna Ins. Co. v. Hyde*, 34 F.2d 185, 188 (W.D. Mo. 1929), aff'd sub  
23       *re*

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24       **REPLY OF GREYSON LAW GROUP PC, TO TRUSTEE MARSHACK'S OPPOSITION TO GREYSON'S**  
25       **MOTION [DKT.676] FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM, BROUGHT PER**  
26       **11 U.S.C. §503(b)(1)(A); REPLY MEMO OF P & A; DECLS. AS STATED ON P.1 OF THIS REPLY**      42

1 nom. *Nat'l Fire Ins. Co. of Hartford v. Thompson*, 281 U.S. 331, 50 S. Ct. 288, 74 L.  
2 Ed. 881 (1930) (“Of the present complainants, 33 were not parties to the stipulation ...  
3 and, therefore are not bound thereby.”);  
4

5 The [dkt.77] Stipulation between Marshack, as debtor LPG’s Trustee, and  
6 Phoenix plus Phoenix personnel Carss and Tan, Phoenix stipulates that transfer of all  
7 client files, which LPG transferred to Phoenix, before LPG filed bankruptcy, is  
8 avoided, and Trustee stipulates that Phoenix, Carss and Tan (collectively “Phoenix”)  
9 will be dismissed as defendants from Trustee’s adversary proceeding dkt. 8:23-ap-  
10 01046-SC (*Trustee v. Tony Diab et al*). Plus in dkt.77, Trustee and  
11 Phoenix/Carss/Tan stipulate that only Phoenix, and not LPG, will be liable for debts  
12 Phoenix incurred between when Phoenix received the files, and when the files were  
13 sold by Trustee to buyer [Morning Law became the buyer].  
14

15 Trustee, by his attorneys Dinsmore firm, filed that Stipulation in the 8:23-ap-  
16 01046-SC adversary proceeding, as dkt.77, on 7/6/23. Greyson, Han Trinh and Jayde  
17 Trinh are not parties to that Stipulation. None of the approximately 40 additional  
18 defendants in the adversary proceeding, are parties to that Stipulation.  
19

20 **B. Trustee’s dkt.176 “Motion for Order approving Stipulation” [dkt.77]**  
21 **Only Moves the Court to enter an Order approving the Stipulation, and**  
22 **does NOT move to the Court to Broaden What Persons/Entities are**  
23 **Bound by the Stipulation, beyond the Parties which Signed the**  
24 **Stipulation, which are Only Trustee on the one hand, and**  
25 **Phoenix/Carss/Tan on the other Hand**

---

**REPLY OF GREYSON LAW GROUP PC, TO TRUSTEE MARSHACK’S OPPOSITION TO GREYSON’S  
MOTION [DKT.676] FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM, BROUGHT PER  
11 U.S.C. §503(b)(1)(A); REPLY MEMO OF P & A; DECLS. AS STATED ON P.1 OF THIS REPLY** 43

1 Trustee's Dkt.176 Motion [Exhibit G to March Decl] only moves the Court to  
2 Order the dkt.77 Stipulation as an Order. That was probably prudent for Trustee to  
3 do, because case law holds that Courts is not required to accept a Stipulation, if the  
4 Court disagrees with the Stipulation. But when the court orders the stipulation, then  
5 the parties to the stipulation are ordered to comply with the Stipulation.  
6

7 For 5 reasons, Trustee's dkt.176 Motion did not broaden what persons/entities  
8 are bound by the Stipulation, beyond the parties which signed the Stipulation, which  
9 are Trustee Marshack on the one hand, and Phoenix/Carss/Tan on the other hand  
10 First, Dinsmore firm's dkt.176 Motion is captioned as:  
11

12 “**Motion for Order approving Stipulation** re Avoidance and Recovery of  
13 Avoidable Transfers to Defendant Phoenix Law, PC and Turnover of All  
14 Related Property to the Trustee and Order of Dismissal Without Prejudice of  
15 Defendants William Taylor Carss and Maria Eeya Tan”

16 Second, the Notice of Motion part of the dkt.176 Motion, at pacer p.2 of 18, states  
17 that Trustee's Motion:  
18

19 “moves for entry of an order that finds and directs as follows:

20 1. The Motion is granted.  
21 2. That certain Stipulation for Agreed Judgment (1) Avoiding,  
22 Recovering, and Preserving Transfers to Defendant, Phoenix Law  
23 Group, Inc.; (2) Turning Over All of Transferred Property to Trustee;  
24 and (3) Dismissing Without Prejudice Defendants William Taylor  
25 Carss and Maria Eeya Tan (the “Stipulation”) by and between the  
26 Trustee, in his capacity as the duly appointed and acting Trustee for  
27 the Debtor, on the one hand, and Phoenix Law, PC  
28 (“Phoenix”), William Taylor “Ty” Carss, and Eeya Tan, on the other  
hand, attached as **Exhibit 1** hereto, is approved.”  
[other provisions which are not relevant are not quoted here]

The **Exhibit 1**, which is attached to Trustee's dkt.176 Motion, is the Stipulation that is

1 Dkt.77 in the adversary proceeding (Stipulation Greyson is not a party to).

2 Third, Trustee's dkt.176 Motion, at pacer p.9 of 18, item III states: "III. THE  
3 **COURT SHOULD APPROVE THE STIPULATION UNDER BANKRUPTCY**  
4 **RULE 9019**"  
5

6 Fourth, the dkt.176 Motion nowhere requests that this Court broaden what  
7 persons/entities are bound by the Stipulation, other than the parties that signed the  
8 Stipulation.  
9

10 Fifth, the Court's Order [dkt.365 in LPG main bankruptcy case docket],  
11 granting Trustee's dkt.176 Motion, does NOT contain any language broadening what  
12 persons/entities are bound by the Stipulation, beyond the parties that signed the  
13 Stipulation, which are only Trustee Marshack on the one hand, and Phoenix/Carss/  
14 Tan on the other hand.  
15

16 **C. This Court Granting Trustee's [dkt.176] Motion, to order the Dkt.77  
17 Stipulation as an Order, does NOT Increase, or Change, what parties  
18 are Bound by the Stipulation; the Order [dkt.365] Only Makes the  
19 Stipulation an Order between the parties which signed the Dkt.77  
20 Stipulation, which does NOT affect the rights of parties, such as  
21 Greyson, which are Not Signatories to the dkt.77 Stipulation**

22 As discussed in A. supra, the dkt.77 Stipulation does not affect Greyson's  
23 rights, because Greyson is not a party to that Stipulation. Similarly, this Court's  
24 Order [dkt.365 in main LPG bky case docket], which makes the Stipulation an Order,  
25 does not affect Greyson's rights, because Greyson is NOT a party to that Stipulation.  
26  
27

1 Because only Trustee on the one hand, and Phoenix/Cars/ Tan on the other hand, are  
2 parties to the dkt.77 Stipulation, this Court granting Trustee's [dkt.176] Motion, to  
3 make the Dkt.77 Stipulation an Order [Order that is dkt.365 in the main LPG  
4 bankruptcy case], only means that the parties to the Dkt.77 Stipulation are  
5 ordered to comply with that Stipulation, as an Order.

6  
7 Because Greyson is not a party to the dkt.77 Stipulation, Greyson is not bound to  
8 do anything, by the Dkt.365 Order [Order is Exhibit F to March Decl hereto].  
9 Consequently, just as the dkt.77 Stipulation does not bar Greyson from collecting the  
10 \$4,960,000 plus from LPG, which is owed by LPG alter ego Phoenix, the dkt.365  
11 Order does not bar Greyson from collecting the \$4,960,000 from LPG, which LPG's  
12 alter-ego Phoenix owes Greyson.  
13  
14

15 LPG is liable to pay Phoenix' debts, because Phoenix is the alter ego of LPG.  
16 The dkt.77 Stipulation and dkt.365 Order, may prevent Phoenix from seeking  
17 payment from LPG for debts Phoenix incurred. But neither dkt.77 Stipulation, nor the  
18 dkt.365 Order, affect Greyson's right to require LPG estate pay the \$4,960,000 to  
19 Greyson, which LPG alter ego Phoenix owes to Greyson, and which benefitted LPG.  
20  
21

22 **D. Even if Greyson was subject to the Dkt.77 Stipulation or Dkt.365**  
23 **Order(ordered by the Dkt.365 Order)—NOT the case-- the**  
24 **Stipulation Language is Fatally Vague and Ambiguous regarding**  
25 **What Entity is Liable to Pay the \$2,000 per suit owed to Greyson,**  
26 **After the Client Files (Returned to LPG from Phoenix by**  
27 **“avoidance”) are sold by Trustee; Vagueness and Ambiguity which**  
28

1                   **Must be Construed against Trustee/the LPG bankruptcy estate,**  
2                   **whose Attorneys wrote the Dkt.77 Stipulation**

3                   The dkt.77 Stipulation (ordered by the Dkt.365 Order) states, in ¶4, that **until Trustee**  
4                   **closes a sale to a third-party buyer** Phoenix will be liable:

5                   “4. Any and all liability whether at law or equity relating in any way to  
6                   Phoenix’s handling of the Transfers including the files that arose or came into  
7                   existence following the date of their transfer to Phoenix, **until Trustee closes a**  
8                   **court-approved sale to a third-party buyer (Post transfer Claims” will**  
9                   **remain with Phoenix.**

10                  That wording leaves open who is liable to pay for that liability, after the LPG files,  
11                  “avoided” back to LPG from Phoenix, are sold by Greyson to a third-party buyer (here  
12                  Morning Law).

13                  Because sending all client files back to LPG, from Phoenix, by “avoidance, left  
14                  Phoenix with no assets, the Bankruptcy Court could not properly have approved a  
15                  Stipulation which **permanently** left Phoenix with no assets, but with all the liability.  
16                  No Court could approve that. Rather, the wording of the Dkt.77 Stipulation is more  
17                  limited: It says Phoenix is liable **until a sale closes to a third-party buyer** (here  
18                  Morning Law). Since LPG—not Phoenix—got, and continues to get, the money that  
19                  buyer, Morning Law is required to pay LPG’s bankruptcy estate, for LPG’s  
20                  clients/client files, it is logical that upon close of sale, that LPG’s bankruptcy estate is  
21                  liable to pay Phoenix’ debts.

22                  If liabilities Phoenix incurred, managing the client files, remained with Phoenix,  
23                  **after Trustee sold the LPG files** (files LPG was getting back from Phoenix by  
24

1 “avoidance”), the “until Trustee closes a court-approved sale to a third-party buyer”  
2 language **would be surplusage**. That language only has a purpose, if, after a sale  
3 closed, LPG became liable to pay debts incurred by Phoenix, during the time Phoenix  
4 was managing the LPG files. Paragraph 4 additionally states:

5  
6  
7 “Phoenix, Mr. Carss, and Ms. Tan shall use their best efforts to cooperate with  
8 Trustee and his retained professionals to provide services to the clients until  
9 closing, and **nothing herein shall impose or create any liability for Post**  
**Transfer Claims on Trustee or Debtor’s Estate**”

10 However, it is not anything “**herein**,” i.e., it is not anything in the Stipulation  
11 that makes LPG’s bankruptcy estate liable for claims against Phoenix. Rather, LPG’s  
12 bankruptcy estate is liable for claims against Phoenix/debts incurred by Phoenix,  
13 because Phoenix is LPG’s alter ego. Alter ego liability is briefed at **Section I. A**,  
14 supra, this Reply. Because Phoenix is LPG’s alter ego, Phoenix contracting to pay  
15 Greyson to send Greyson attorneys to defend LPG clients in state court suits, is the  
16 same as LPG contracting to pay Greyson to send Greyson attorneys to defend LPG  
17 clients in state court suits, with the result that the LPG bankruptcy estate is liable to  
18 pay Greyson for that work, which **benefitted LPG**.

19  
20 This Court could not properly have sent all the files LPG sent Phoenix, back to  
21 LPG, thereby leaving Phoenix with no assets, but making Phoenix alone solely liable  
22 for paying for Greyson the \$2,000 per suit for Greyson attorneys defending  
23 Phoenix/LPG clients in 2,480 of state court suits.

1 This Court said several times, in the 6/12/23 court hearing, that protecting the  
2 consumer clients was uppermost in this Court's mind. [transcript p.39, lines 4-13;  
3 p.45, lines 8-15]. Greyson's work protected 2,480 consumer clients who were being  
4 sued on debts in state courts nationwide. **Greyson is entitled to be paid by LPG's**  
5 **bankruptcy estate for that work.**

6

7 E. **Lack Of Valid Service is an Additional Reason Why Greyson (also Han**  
8 **and Jayde Trinh) are Not Bound by the Dkt.365 Order Granting**  
9 **Trustee's Dkt.176 Motion: None of Greyson/Han/Jayde Were Validly**  
10 **Served with the Dkt.176 Motion; Dinsmore Firm Did Not Phone Any of**  
11 **the 3 Telling Them the Hearing Date; and Dinsmore Firm Failed to**  
12 **File/Serve *Notice of Hearing* Court Ordered Firm to File/Serve Stating**  
13 **7/11/23 Hearing Date**

14

15 Greyson is not bound by the Dkt.365 Order, because Greyson was not validly  
16 served with Trustee's Dkt.176 Motion that obtained that Order. See Declarations  
17 hereto of Douglas Plazak Esq., Scott Eadies, Esq of Greyson., Jayde Trinh Esq. of  
18 Greyson, and Han Trinh that establish that serving Plazak with Trustee's dkt.176  
19 Motion moving Court to approve Dkt. 77 Stipulation as an Order. That Motion was  
20 only filed in the LPG main case, and Plazak had never appeared in the main case,  
21 representing Greyson, Han, Jayde, or anyone else. Plazak had only appeared in the  
22 adversary proceeding. Serving Plazak was not valid service of the dkt.176 Motion on  
23 Greyson. Greyson had to be served by serving Scott Eadie, its Agent for service of  
24 process, see Scott Eadie Decl. Eadie was not served with the Motion, did not receive a  
25 phone call telling him the hearing date, and Trustee counsel failed to serve Eadie with

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**REPLY OF GREYSON LAW GROUP PC, TO TRUSTEE MARSHACK'S OPPOSITION TO GREYSON'S**  
**MOTION [DKT.676] FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM, BROUGHT PER**  
**11 U.S.C. §503(b)(1)(A); REPLY MEMO OF P & A; DECLS. AS STATED ON P.1 OF THIS REPLY** 49

1 a the *Notice of Hearing* the Court had ordered, on anyone. No one phoned Han and  
2 Jayde telling the hearing date either (no hearing date on Motion). No one served Han  
3 or Jayde with a *Notice of Hearing* pleading.  
4

5 The LPG main bankruptcy case docket had hundreds of motions, oppositions,  
6 and items on it, as of 7/6/23 (date Dinsmore firm filed Trustee's dkt.176 Motion in  
7 the LPG main case docket). By now, the LPG main case docket has 1000-plus  
8 docketed items. Plazak appearing as counsel defending Greyson, and other  
9 defendants in the Trustee v. Diab et al adversary proceeding 8:23-ap-01046-SC, did  
10 NOT make Plazak/his firm the attorneys for Greyson, Han or Jayde in the LPG main  
11 case, 8:23-bk-10571-SC, on any or all of the docketed items in the LPG main case.  
12 Plus Plazak's Declaration hereto attests that no one phoned Plazak, to tell Plazak the  
13 shortened time hearing date on the Dkt.176 Motion.  
14

15 An adversary proceeding, and a main bankruptcy case, are two different  
16 proceedings. An attorney representing a party in an adversary proceeding does not  
17 constitute actual or implied authority or authorization, for that attorney to accept  
18 service for that party in the main bankruptcy case, when that attorney has never  
19 appeared in the main bankruptcy case on behalf of that party.  
20

21 The bankruptcy court in *In re Rae*, 286 B.R. 675, 676–77 (Bankr. N.D. Ind.  
22 2002) held that serving a motion upon a corporate party, by serving the attorney who  
23 had represented the corporation in a related matter, was improper:  
24  
25  
26  
27  
28

---

**REPLY OF GREYSON LAW GROUP PC, TO TRUSTEE MARSHACK'S OPPOSITION TO GREYSON'S  
MOTION [DKT.676] FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE CLAIM, BROUGHT PER  
11 U.S.C. §503(b)(1)(A); REPLY MEMO OF P & A; DECLS. AS STATED ON P.1 OF THIS REPLY** 50

1       **The courts have consistently held that an attorney will be considered an**  
2       **agent for service of process only if counsel has been appointed for that**  
3       **precise task.** See e.g., *Schultz v. Schultz*, 436 F.2d 635 (7th Cir.1971); *Bennett*  
4       *v. Circus U.S.A.*, 108 F.R.D. 142, 146–147 (N.D.Ind.1985); *Davis–Wilson v.*  
5       *Hilton Hotels Corp.*, 106 F.R.D. 505, 508 (E.D.La.1985); *Miree v. United*  
6       *States*, 490 F.Supp. 768, 775 (N.D.Ga.1980). **The mere relationship between**  
7       **a litigant and its attorney is not sufficient to convey this authority.** *Ziegler*  
8       *Bolt*, 111 F.3d at 881. **Neither will it be implied from counsel's**  
9       **representation of the client in other litigation.** *Ziegler Bolt*, 111 F.3d at 881;  
10      *Schultz*, 436 F.2d at 639; *J & L Parking Corp. v. United States et al.*, 834  
11      F.Supp. 99, 102 (S.D.N.Y.1993); *Bennett*, 108 F.R.D. at 147; *Olympus*  
12      *Corporation v. Dealer Sales & Service, Inc.*, 107 F.R.D. 300, 306  
13      (E.D.N.Y.1985). “Instead, the record must show that the attorney exercised  
14      authority beyond the attorney-client relationship, including the power to accept  
15      service.” *Ziegler Bolt*, 111 F.3d at 881. “[T]here must be evidence of actual  
16      appointment and not merely an implication from the attorney's activities.”  
17      *Bennett*, 108 F.R.D. at 147.” [bold/underline added for emphasis]

18      Accord: *In re C.P. Hall Co.*, 513 B.R. 546, 551–53 (Bankr. N.D. Ill. 2014):

19      “As for the service of motions, Rule 9014(b) says that a motion in a contested  
20      matter (and all motions in bankruptcy cases initiate contested matters) must be  
21      served ‘in the manner provided for service of a summons and complaint by  
22      Rule 7004.’ Fed. R. Bankr.P. 9014(b). Service of a motion on an individual  
23      must therefore be accomplished in the same way as service of the summons and  
24      complaint in an adversary proceeding: under Rules 7004(b)(1), (7), or (8).  
25      *Kalikow*, 602 F.3d at 92 (“In a contested matter ... the notice of hearing is  
26      treated as a summons and the motion is treated as a complaint.” (internal  
27      quotation omitted)); *In re Century Elecs. Mfg., Inc.*, 284 B.R. 11, 17  
28      (Bankr.D.Mass.2002); *Ms. Interpret*, 222 B.R. at 414. **Decisions about the**  
29      **implied authority of an attorney to receive service of a motion are no less**  
30      **persuasive because a motion rather than an adversary complaint was**  
31      **involved.** ... .... **A party “cannot fabricate ... implied authority from whole**  
32      **cloth ... but must present facts and circumstances” establishing it.** *Ziegler*,  
33      111 F.3d at 881. In determining whether an attorney has implied authority to  
34      receive service, “all the circumstances” surrounding the attorney's relationship  
35      with the party to be served must be considered. *Focus Media*, 387 F.3d at 1083;  
36      *Ms. Interpret*, 222 B.R. at 416; *see also* 4A Charles Allan Wright & Arthur R.

1 Miller, *supra*, § 1097 at 537 (stating that federal courts “look to the  
2 circumstances of the agency relationship.”) [bold/underline added]

3 On 7/6/23, the date that the [dkt.176] Notice of Motion and Motion was filed in  
4 the LPG main bankruptcy case docket, that Motion was only served on attorney  
5 Plazak—and NOT on Greyson, Han, or Jayde. Serving Plazak did constitute valid  
6 service on Greyson/Han/Jayde. Plazak represented them only in the adversary  
7 proceeding, and had never appeared for anything in the LPG main bankruptcy case.  
8 [Plazak Decl hereto] Plazak’s representation of Greyson in the adversary proceeding  
9 was **not sufficient** to imply that Plazak had authority to receive service of Trustee’s  
10 Motion to Compromise, filed in the LPG main bankruptcy case—and not filed in the  
11 adversary proceeding—on behalf of Han, Jayde or Greyson. Han, Jayde and Greyson  
12 are not bound by this Court’s Order [dkt.365] granting Trustee’s Motion to  
13 Compromise with Phoenix, Cars and Tan, because they were not validly served with  
14 that Motion, and not being served, received no opportunity to oppose that Motion.  
15 [See Decls of Scott Eadie (agent for service of process for Greyson), Han and Jayde to  
16 this Reply, that none of them was validly served with Dkt.176 Motion

17

18

19

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21

22 **XII. OPP (P2, LINES 15-17) ERRS IN ALLEGING GREYSON’S MOTION**

23 **HAS NO BASIS IN FACT OR LAW FOR GREYSON’S \$300,633**

24 **ADMIN CLAIM: THAT \$300,663 CLAIM IS FOR DAMAGE THAT**

25 **NEGLIGENCE OF, AND INTENTIONAL MISCONDUCT OF,**

26 **DINSMORE FIRM/ITS FIELD AGENTS CAUSED GREYSON,**

27 **WHICH LPG’S BANKRUPTCY ESTATE IS LIABLE FOR**

28 Greyson’s Motion in chief fully briefs controlling case law holding that a

## **EXHIBIT B**

Han Trinh

March 20, 2024

1 Q Um, what was the substance of that agreement?

2 A It was a contract between Phoenix and Greyson,  
3 for Greyson to take on cases at a rate of 2,000 per  
4 case, every new one that was assigned or current.

5 Q Did you -- who signed that agreement on behalf  
6 of Greyson, if you know?

7 A I did, per Scott's permission.

8 Q Okay. Who signed it on behalf of Phoenix?

9 A I believe it was -- it was either Bianca  
10 Loli -- I couldn't read the signature. It's either  
11 Bianca Loli or Ty Carrs. It didn't say, like, print  
12 name. It just had a signature.

13 Q Did you have any suspicion that Mr. Diab might  
14 have signed their names?

15 A No, because it was walked over. And Tony Diab  
16 was never present physically at 3345 Michelson Drive.

17 Q Did Tony have a desk at 3345 Michelson Drive  
18 at any of the suites, to your knowledge?

19 A Not to my knowledge.

20 Q Did you physically witness either Bianca or Ty  
21 sign that contract?

22 A No. I had an employee walk it over. It was  
23 signed. They didn't let my employee walk past the front  
24 desk, signed, and handed back to us.

25 Q So nobody that was employed by Greyson

Han Trinh

March 20, 2024

1       witnessed the signature of this contract?

2       A       Oh, witness the signature? Yes.

3       Q       Who was that person that witnessed it?

4       A       Max Chou.

5       Q       Was Max Chou ever paid by Greyson?

6       A       He was an employee of Greyson.

7       Q       Is his information in the Greyson Paychex?

8       A       Yes.

9       Q       Would that include his physical address?

10      A       Not always, no.

11      Q       Would there be a reason why a physical address  
12     would not be kept for an employee in the Paychex system?

13      A       A lot of times Paychex has glitches, so it  
14     erases the direct deposit information and personal  
15     information. They have to go back in and refill it out.  
16     But I don't remember at this point in time if that was  
17     ever fixed.

18      Q       Have you ever communicated on your cell phone  
19     with Max Chou?

20      A       I have my email app that emails my Greyson  
21     email to his Greyson email.

22      Q       No. I mean, like, with respect to text  
23     messaging or phone calls?

24      A       Oh, no.

25      Q       How did you meet Max Chou?

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10524 W. Pico Blvd., Ste. 212, Los Angeles, CA 90064

A true and correct copy of the foregoing document entitled (specify):

**REPLY OF GREYSON LAW CENTER PC'S, TO TRUSTEE'S PORTION OF STIPULATION TO GREYSON'S LBR RULE 7026-1 MOTION [DKT.515 IN ADV., DKT.1209 IN LPG MAIN CASE, BOTH FILED 5/7/24] TO COMPEL TRUSTEE TO PRODUCE SIGNED GREYSON-PHOENIX CONTRACT, SEIZED BY TRUSTEE'S ATTORNEYS IN 6/2/23 LOCKOUT AT GREYSON, AND NOT RETURNED TO GREYSON, DESPITE GREYSON'S REQUEST TO PRODUCE DOCUMENTS SERVED ON TRUSTEE, TO TRUSTEE'S COUNSEL, ON 2/29/24; ; DECLARATIONS OF COURTNEY KELLEY, ISRAEL OROSCO, JAYDE TRINH, HAN TRINH, AND KATHLEEN MARCH TO THIS REPLY**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 6/5/24, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See next page

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (date) 6/5/24, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Litigation Practice Group P.C.  
17542 17th St  
Suite 100  
Tustin, CA 92780

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 6/5/24, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Hon. Scott Clarkson  
United States Bankruptcy Court  
Central District of California  
411 West Fourth Street, Suite 5130  
Santa Ana, CA 92701-4593

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

6/5/24  
Date

Kathleen P. March  
Printed Name

/s/ Kathleen P. March  
Signature

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

- **Bradford Barnhardt** bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, alinares@ecf.courtdrive.com
- **Eric Bensamochan** eric@eblawfirm.us, G63723@notify.cincompass.com
- **Michael Jay Berger** michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com; michael.berger@ecf.inforuptcy.com
- **Ethan J Birnberg** birnberg@portersimon.com, reich@portersimon.com
- **Peter W Bowie** peter.bowie@dinsmore.com, caron.burke@dinsmore.com
- **Ronald K Brown** ron@rkbrownlaw.com
- **Christopher Celentino** christopher.celentino@dinsmore.com, caron.burke@dinsmore.com
- **Shawn M Christianson** cmcintire@buchalter.com, schristianson@buchalter.com
- **Randall Baldwin Clark** rbc@randallbclark.com
- **Leslie A Cohen** leslie@lesliecohenlaw.com, jaime@lesliecohenlaw.com; clare@lesliecohenlaw.com
- **Michael W Davis** mdavis@dtolaw.com, ygodson@dtolaw.com
- **Anthony Paul Diehl** anthony@apdlaw.net, Diehl.AnthonyB112492@notify.bestcase.com, ecf@apdlaw.net
- **Jenny L Doling** jd@jdl.law, dolingjr92080@notify.bestcase.com; 15994@notices.nextchapterbk.com; jdoling@jubileebk.net
- **Daniel A Edelman** dedelman@edcombs.com, courtecl@edcombs.com
- **Howard M Ehrenberg** Howard.Ehrenberg@gmlaw.com, hehrenberg@ecf.courtdrive.com; hehrenberg@ecf.inforuptcy.com; Karen.Files@gmlaw.com; denise.walker@gmlaw.com
- **Meredith Fahn** fahn@sbcglobal.net
- **William P Fennell** william.fennell@fennelllaw.com, luralene.schultz@fennelllaw.com; wpf@ecf.courtdrive.com; hala.hamm@fennelllaw.com; naomi.cwalinski@fennelllaw.com; samantha.larimer@fennelllaw.com
- **Alan W Forsley** alan.forsley@flpllp.com, awf@fkllawfirm.com, awf@fl-lawyers.net, addy@flpllp.com
- **Marc C Forsythe** mforsythe@goeforlaw.com, mforsythe@goeforlaw.com; dcyrankowski@goeforlaw.com; Forsythe.MarcR136526@notify.bestcase.com
- **Jeremy Freedman** jeremy.freedman@dinsmore.com, nicolette.murphy@dinsmore.com
- **Eric Gassman** erg@gassmanlawgroup.com, gassman.ericb112993@notify.bestcase.com
- **Christopher Ghio** christopher.ghio@dinsmore.com, nicolette.murphy@dinsmore.com; angelica.urena@dinsmore.com; deamira.romo@dinsmore.com
- **Amy Lynn Ginsburg** efilings@ginsburglawgroup.com
- **Eric D Goldberg** eric.goldberg@dlapiper.com, eric-goldberg-1103@ecf.pacerpro.com
- **Jeffrey I Golden** jgolden@go2.law, kadele@ecf.courtdrive.com; cbmeeker@gmail.com; lbracken@wgllp.com; dfitzgerald@go2.law; golden.jeffreyi.b117954@notify.bestcase.com
- **Richard H Golubow** rgolubow@wghlawyers.com, jmartinez@wghlawyers.com; svillegas@wghlawyers.com
- **Mark Mark Good** mark@markgood.com
- **David M Goodrich** dgoodrich@go2.law, kadele@go2.law; dfitzgerald@go2.law; wgllp@ecf.courtdrive.com
- **D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com; alinares@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **Alan Craig Hochheiser** ahighheiser@mauricewutscher.com, arodriguez@mauricewutscher.com
- **Garrick A Hollander** ghollander@wghlawyers.com, jmartinez@wghlawyers.com; svillegas@wghlawyers.com
- **Brian L Holman** b.holman@musickpeeler.com
- **Richard L. Hyde** rhyde@awglaw.com
- **Peter L Isola** pisola@hinshawlaw.com, rmojica@hinshawlaw.com; iking@hinshawlaw.com
- **Razmig Izakelian** razmigizakelian@quinnmanuel.com
- **Sara Johnston** sara.johnston@dinsmore.com

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

- **Sweeney Kelly** kelly@ksgklaw.com
- **Joon M Khang** joon@khanglaw.com
- **Ira David Kharasch** ikharasch@pszjlaw.com
- **Meredith King** mking@fsl.law, ssanchez@fsl.law;jwilson@fsl.law
- **Nicholas A Koffroth** nkoffroth@foxrothschild.com, khoang@foxrothschild.com
- **David S Kupetz** David.Kupetz@lockelord.com, mylene.ruiz@lockelord.com
- **Christopher J Langley** chris@slclawoffice.com,  
langleycr75251@notify.bestcase.com;ecf123@casedriver.com;john@slclawoffice.com
- **Kelli Ann Lee** Kelli.lee@dinsmore.com, kristy.alien@dinsmore.com
- **Matthew A Lesnick** matt@lesnickprince.com, matt@ecf.inforuptcy.com;jmack@lesnickprince.com
- **Daniel A Lev** daniel.lev@gmlaw.com, cheryl.caldwell@gmlaw.com;dlev@ecf.courtdrive.com
- **Britteny Leyva** bleyva@mayerbrown.com,  
2396393420@filings.docketbird.com;KAWhite@mayerbrown.com;ladocket@mayerbrown.com
- **Marc A Lieberman** marc.lieberman@flpllp.com, saf.a.saleem@flpllp.com, addy@flpllp.com
- **Michael D Lieberman** mlieberman@lipsonneilson.com
- **Yosina M Lissebeck** Yosina.Lissebeck@Dinsmore.com, caron.burke@dinsmore.com
- **Mitchell B Ludwig** mbl@kpclegal.com, kad@kpclegal.com
- **Daniel S March** marchlawoffice@gmail.com, marchdr94019@notify.bestcase.com
- **Kathleen P March** kmarch@bkylawfirm.com, kmarch3@sbcglobal.net, kmarch@sbcglobal.net
- **Mark J Markus** bklawr@bklaw.com, markjmarkus@gmail.com;markus.markj.r112926@notify.bestcase.com
- **Richard A Marshack (TR)** pkraus@marshackhays.com, ecf.alert+Marshack@titlexi.com
- **Laila Masud** lmasud@marshackhays.com,  
lmasud@ecf.courtdrive.com;lbuchanan@marshackhays.com;alinares@ecf.courtdrive.com
- **Sarah S. Mattingly** sarah.mattingly@dinsmore.com
- **William McCormick** Bill.McCormick@ag.tn.gov
- **Kenneth Misken** Kenneth.M.Misken@usdoj.gov
- **Byron Z Moldo** bmoldo@ecjlaw.com, aantonio@ecjlaw.com, dperez@ecjlaw.com
- **Glenn D. Moses** gmoses@venable.com,  
cascavone@venable.com;ipmalcolm@venable.com;jadelgado@venable.com
- **Jamie D Mottola** Jamie.Mottola@dinsmore.com, jhanawalt@ecf.inforuptcy.com
- **Alan I Nahmias** anahmias@mbn.law, jdale@mbn.law
- **Victoria Newmark** vnewmark@pszjlaw.com
- **Jacob Newsum-Bothamley** jacob.bothamley@dinsmore.com,  
angelica.urena@dinsmore.com;deamira.romo@dinsmore.com
- **Queenie K Ng** queenie.k.ng@usdoj.gov
- **Israel Orozco** israel@iolawcorp.com
- **Keith C Owens** kowens@foxrothschild.com, khoang@foxrothschild.com
- **Lisa Patel** lpatel@lesnickprince.com, jmack@lesnickprince.com; jnavarro@lesnickprince.com
- **Michael R Pinkston** rpinkston@seyfarth.com,  
jmcdermott@seyfarth.com, sfcalendar@seyfarth.com, 5314522420@filings.docketbird.com, bankruptcydocket@seyfarth.com
- **Douglas A Plazak** dplazak@rhlaw.com
- **Tyler Powell** tyler.powell@dinsmore.com, jennifer.pitcock@dinsmore.com; rosetta.mitchell@dinsmore.com
- **Daniel H Reiss** dhr@lnbyg.com, dhr@ecf.inforuptcy.com
- **Ronald N Richards** ron@ronaldrichards.com, 7206828420@filings.docketbird.com
- **Vanessa Rodriguez** vanessa.rodriguez@dinsmore.com, angelica.urena@dinsmore.com
- **Kevin Alan Rogers** krogers@wellsmar.com
- **Gregory M Salvato** gsavato@salvatoboufadel.com,  
calendar@salvatolawoffices.com; jboufadel@salvatoboufadel.com; gsavato@ecf.inforuptcy.com
- **Olivia Scott** olivia.scott3@bclplaw.com
- **Jonathan Serrano** jonathan.serrano@dinsmore.com

- **Maureen J Shanahan** Mstotaro@aol.com
- **Paul R Shankman** PShankman@fortislaw.com, info@fortislaw.com
- **Zev Shechtman** Zev.Shechtman@saul.com, zshechtman@ecf.inforuptcy.com;easter.santamaria@saul.com
- **Jeffrey M Singletary** jsingletary@swlaw.com, rmckay@swlaw.com
- **Leslie Skorheim** leslie.skorheim@usdoj.gov
- **Adam D Stein-Sapir** info@pfllc.com
- **Howard Steinberg** steinbergh@gtlaw.com, pearsallt@gtlaw.com;NEF-BK@gtlaw.com;howard-steinberg-6096@ecf.pacerpro.com
- **John H. Stephens** john.stephens@dinsmore.com, lizbeth.alonso@dinsmore.com
- **Andrew Still** astill@swlaw.com, kcollins@swlaw.com
- **Michael R Totaro** Ocbkatty@aol.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov
- **William J Wall** wwall@wall-law.com
- **Sharon Z. Weiss** sharon.weiss@bclplaw.com,  
raul.morales@bclplaw.com,REC\_KM\_ECF\_SMO@bclplaw.com
- **Johnny White** JWhite@wrslawyers.com, jlee@wrslawyers.com
- **Reina Zepeda** rzepeda@omniagn.com